

SOLICITATION**SECTION A - SOLICITATION/CONTRACT FORM**

Page 1 of 84 pages

1. Purchase Authority: Public Law 92-218 as amended

2. Request For Proposal (RFP) Number: NIH-ES-04-06	3. Issue Date: February 23, 2004	4. Just In Time: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES See Part IV Section L	5. Set Aside: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES See Part IV Section L
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6. TITLE: STUDIES TO EVALUATE THE TOXIC AND CARCINOGENIC POTENTIAL OF CELL PHONE RADIO FREQUENCY RADIATION

7. ISSUED BY:

Research Contracts Branch
National Institute of Environmental Health Sciences
National Institutes of Health
79 T.W. Alexander Dr., 4401 Research Commons
P.O. Box 12874
Research Triangle Park, North Carolina 27709

8. SUBMIT OFFERS TO:

See Part III, Section J, "Packaging and Delivery of the Proposal," ATTACHMENT 19 of this Solicitation.

9. Proposals for furnishing the supplies and/or services in THE SCHEDULE will be received at the place specified in, and in the number of copies specified in Attachment 19 until 3:00 pm local time on April 23, 2004. Offers will be valid for 120 days unless a different period is specified by the offeror on the Attachment entitled, "Proposal Summary and Data Record, NIH 2043."
10. THIS SOLICITATION REQUIRES DELIVERY OF PROPOSALS TO THE OFFICIAL POINT OF RECEIPT FOR THE PURPOSE OF DETERMINING TIMELY DELIVERY AS STATED IN ATTACHMENT 19. IF YOUR PROPOSAL IS NOT RECEIVED BY THE CONTRACTING OFFICER OR HIS DESIGNEE AT THE PLACE AND TIME SPECIFIED FOR THE RESEARCH CONTRACTS BRANCH, THEN IT WILL BE CONSIDERED LATE AND HANDLED IN ACCORDANCE WITH HHSAR CLAUSE 352.215-70, ENTITLED, "LATE PROPOSALS, AND REVISIONS" LOCATED ON PAGE OF THIS SOLICITATION.
11. Offeror must provide full name, address, TIN, and, if different, the address to which payment should be mailed.
12. FOR INFORMATION CALL: MARILYN B. WHALEY
PHONE: (919) 541-0416
COLLECT CALLS WILL NOT BE ACCEPTED.
13. Table of Contents on following page.

Marilyn B. Whaley
Contracting Officer
Research Contracts Branch
National Institute of Environmental Health Sciences

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PART I - THE SCHEDULE

THE CONTRACT SCHEDULE SET FORTH IN SECTIONS B THROUGH H, HEREIN, CONTAINS CONTRACTUAL INFORMATION PERTINENT TO THIS SOLICITATION. IT IS **NOT** AN EXACT REPRESENTATION OF THE PROPOSED CONTRACT DOCUMENT. CONTRACTUAL PROVISIONS PERTINENT TO THE OFFEROR (I.E., THOSE RELATING TO THE ORGANIZATIONAL STRUCTURE [E.G., NON-PROFIT, COMMERCIAL] AND SPECIFIC COST AUTHORIZATIONS UNIQUE TO THE OFFEROR'S PROPOSAL AND REQUIRING CONTRACTING OFFICER PRIOR APPROVAL) WILL BE DISCUSSED IN THE NEGOTIATION PROCESS AND WILL BE INCLUDED IN THE RESULTANT CONTRACT. HOWEVER, THE ENCLOSED CONTRACT SCHEDULE PROVIDES ALL THE NECESSARY INFORMATION FOR THE OFFEROR TO UNDERSTAND THE TERMS AND CONDITIONS OF THE RESULTANT CONTRACT.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

The purpose of this contract is to conduct studies to evaluate the potential toxic and carcinogenic potential of cell phone radio frequency radiation in Sprague-Dawley rats and B6C3F1 mice exposed unconstrained in reverberation chambers.

The project will be separated into phases. The base contract will consist of Phase 1. The contract will include options for the subsequent Phases 2 through 5 (the thermal pilot study, perinatal/prechronic toxicity study, chronic study, and the transgenic mice study, respectively). The contractor shall not proceed to subsequent phases until the option for that phase has been exercised.

Phase 1: During phase 1, the contractor shall perform those work activities associated with procurement of equipment and materials needed to construct the reverberation chamber exposure and monitoring systems, the construction/renovation of the exposure and monitoring systems, and the developmental effort needed to demonstrate that the systems function appropriately and meet the specifications detailed in Section II of Attachment I, the Statement of Work.

Options: Phases 2 through 5 (the thermal pilot study, perinatal/prechronic toxicity study, chronic study, and the transgenic mice study, respectively): Upon successful completion of Phase 1, the Government may unilaterally exercise its options to conduct Phases 2 through 5. Phases 2 through 5 will involve the conduct of studies in which animals will be exposed for up to 110 weeks of age to radio frequency radiation of specified frequencies, power levels, and modulations using the exposure system developed in Phase 1. The Government estimates approximately 16 weeks for the conduct of the Phase 2, thermal pilot study, 56 weeks for the perinatal/prechronic study, and 153 weeks for the chronic study. The transgenic mice study shall be conducted simultaneously with the chronic study.

ARTICLE B.2. PRICES/COSTS

The final contract will contain the price/cost provisions agreed upon by the Government and the Offeror.

ARTICLE B.3. PROVISIONS APPLICABLE TO DIRECT COSTS

This article will prohibit or restrict the use of contract funds, unless otherwise approved by the Contracting Officer for: 1) Acquisition, by purchase or lease, of any interest in real property; 2) Special rearrangement or alteration of facilities; 3) Purchase or lease of any item of general purpose office furniture or office equipment regardless of dollar value; 4) Travel Costs; 5) Consultant Costs; 6) Subcontract Costs; 7) Patient Care Costs; 8) Accountable Government Property; and 9) Research Funding.

ARTICLE B.4. ADVANCE UNDERSTANDINGS

Specific elements of cost, which normally require prior written approval of the Contracting Officer before incurrence of the cost (e.g., foreign travel, consultant fees, subcontracts) will be included in this Article if the Contracting Officer has granted his/her approval prior to contract award.

SECTION C - WORK STATEMENT

ARTICLE C.1. STATEMENT OF WORK

- a. Independently and not as an agent of the Government, the Contractor shall be required to furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government, as needed to perform the Statement of Work for the Conduct of Studies to Evaluate the Potential Toxicity and Carcinogenicity of Cell Phone Radio Frequency Radiation in Laboratory Animals for the National Toxicology Program (NTP), SECTION J, ATTACHMENT 1, and in accordance with the Specifications for the Conduct of Studies to Evaluate the Toxic and Carcinogenic Potential of Chemical, Biological and Physical Agents in Laboratory Animals for the National Toxicology Program (NTP) SECTION J, ATTACHMENT 2, attached hereto and made a part of this Solicitation.

ARTICLE C.2. REPORTING REQUIREMENTS

In addition to the required reports set forth elsewhere in this Schedule, the preparation and submission of regularly recurring Technical Progress Reports will be required in any contract resulting from this solicitation.

Narrative reports shall include charts, graphs, tabulations and pictures as necessary for explanation or support of the narrative. All final reports shall be dated and signed by the individual(s) responsible and the QAU. Reporting requirements are listed in the table at the end of this section. Also listed in the tables are the due dates and number of copies required. All reports shall be sent directly to the appropriate recipient as indicated in the table. The NIEHS will supply names of individual recipients as indicated.

A. PERIODIC REPORTS

1. Monthly Progress Report

A Monthly Progress Report shall be mailed by the fifteenth day of each month. Each Monthly Progress Report shall be submitted in the format specified in Attachment 2, Specifications, Section III.C.1. No QAU audit of this progress report is required.

2. Sanitization Methods Report

A Sanitization Methods Report shall be due 90 days after contract award and shall describe in detail:

- a. The methods being used (and/or proposed for future use) for sanitization of equipment used in the studies to include at least cages, racks, feeders, water bottles, reverberation chambers, electromagnetic field generating system, rooms, walls, halls and buildings. Describe methods in detail, including commercial products used, their EPA registration number and their chemical constituents if possible. Include any change made in procedure or products used in the appropriate Monthly Progress Report.
- b. The methods in use to keep animal quarters free of insects and other vermin. Again, specify commercial products used, EPA registration number and their chemical constituents, if possible. Report any changes in procedures or products used in the appropriate Monthly Progress Report.

3. Water Analysis

Water samples shall be collected for analysis and a report of the results submitted to the NTP at least once per year. An analysis is required during the in-life portion of the prechronic study and once each year during the chronic study. For laboratories that are not currently conducting studies for NTP, a report shall also be submitted within 30 days of contract award.

4. Health and Safety Chemical Hygiene Plan (General Facility Plan)

An NTP approved Health and Safety Plan is required prior to any work commencing under the contract. An updated Health and Safety plan shall be submitted to the NTP for review and approval every two years and anytime it is modified. Action to correct deficiencies shall be taken within 30 days of notification that such action is required.

B. PHASE 1 REPORT

This report shall describe the RF generation and exposure system and document that exposures meet all requirements of the SOW particularly with respect to frequency, GSM and CDMA signal parameters, field uniformity, and available power. This report (see page 4 and Table H of Attachment 1, the SOW and SECTION F., ARTICLE F.2., Deliveries of this document, will be reviewed and approval by NTP must be granted prior to the start of animal studies.

C. STUDY REPORTS

1. Thermal Pilot Study Report. This report shall be submitted in accordance with instructions in the table in Section H of Attachment 1, the SOW, and SECTION F., ARTICLE F.2., Deliveries of this document.
2. Perinatal/Prechronic Study report. These reports shall be submitted in accordance with the prechronic format instructions in Attachment 2, Specifications, Section III.C.2., the table in Section H of Attachment 1, the SOW, and SECTION F., ARTICLE F.2., Deliveries of this document.
3. Chronic Study Reports. These reports shall be submitted in accordance with the instructions in Attachment 2, Specifications, Section III.C.3., the table in Section H of Attachment 1, the SOW, and SECTION F., ARTICLE F.2., Deliveries of this document. The report shall be dated and signed by the individual(s) responsible and the QAU Auditor. The transgenic mouse study shall be reported at the same time as the chronic study as a separate chapter in the chronic study report.

D. SUBMISSION OF ARCHIVAL MATERIALS

1. Archival Materials (Study Data) - See Attachment 2, Specifications - Section III.B. for details.
2. Histopathology Materials - See Attachment 2, Specifications - Section II.H.9. for details.

E. OTHER REPORTS OR SUBMISSIONS

Other reports/submissions of data are listed in Attachment 1, the SOW, Section H., Milestones and Deliverables, and SECTION F., ARTICLE F.2., Deliveries of this document.

Any incident or unforeseeable occurrences not listed in this document, or any physical modifications to the laboratory facilities, as well as any changes in personnel that might have an impact on the conduct and results of the studies shall be reported immediately to the NTP.

B. SUMMARY OF SALIENT RESULTS

The Contractor will be required to prepare and submit, with the final study report, a summary (not to exceed 200 words) of salient results achieved during the performance of the contract. This report will be required on or before the expiration date of the contract.

C. INVENTION REPORTING REQUIREMENT

All reports and documentation required by [FAR Clause 52.227-11/FAR Clause 52.227-11 (Deviation)/FAR Clause 52.227-13 *NOTE: The appropriate clause will be identified in any resultant contract*] including, but not limited to, the invention disclosure report, the confirmatory license, and the government support certification, shall be directed to the Office of Extramural Inventions and Technology Resources Branch, OPERA, NIH, 6705 Rockledge Drive, Room 1040 A, MSC 7980, Bethesda, Maryland 20892-7980 (Telephone: 301-435-1986). In addition, one copy of an annual utilization report, and a copy of the final invention statement, shall be submitted to the Contracting Officer. The annual utilization report shall be submitted one year from the contract effective date and annually thereafter. The final invention statement (see FAR 27.303(a)(2)(ii)) shall be submitted on the expiration date of the contract to the Contracting Officer to the following address:

Contracting Officer
National Institute of Environmental Health Sciences, RCB
National Institutes of Health
79 T. W. Alexander Dr., 4401 Research Commons Building
P.O. Box 12874
Research Triangle Park, North Carolina 27709

If no invention is disclosed or no activity has occurred on a previously disclosed invention during the applicable reporting period, a negative report shall be submitted to the Contracting Officer at the address listed above.

To assist contractors in complying with invention reporting requirements of the clause, the NIH has developed "Interagency Edison," an electronic invention reporting system. Use of Interagency Edison is encouraged as it streamlines the reporting process and greatly reduces paperwork. Access to the system is through a secure interactive Web site to ensure that all information submitted is protected. Interagency Edison and information relating to the capabilities of the system can be obtained from the Web (<http://www.iedison.gov>), or by contacting the Office of Extramural Inventions and Technology Resources Branch, OPERA, NIH.

SECTION D - PACKAGING, MARKING AND SHIPPING

ARTICLE D.1. PACKAGING

The Contractor shall package all data generated under this contract in accordance with Statement of Work for the Conduct of Studies to Evaluate the Potential Toxicity and Carcinogenicity of Cell Phone radio Frequency Radiation in Laboratory Animals for the National Toxicology Program, SECTION J, ATTACHMENT 1, and in accordance with the Specifications for the Conduct of Studies to Evaluate the Toxic and Carcinogenic Potential of Chemical, Biological and Physical Agents in Laboratory Animals for the National Toxicology Program (NTP) SECTION J, ATTACHMENT 2.

ARTICLE D.2. MARKING

The Contractor shall mark all data generated under this contract in accordance with Statement of Work for the Conduct of Studies to Evaluate the Potential Toxicity and Carcinogenicity of Cell Phone radio Frequency Radiation in Laboratory Animals for the National Toxicology Program, SECTION J, ATTACHMENT 1, and in accordance with the Specifications for the Conduct of Studies to Evaluate the Toxic and Carcinogenic Potential of Chemical, Biological and Physical Agents in Laboratory Animals for the National Toxicology Program (NTP) SECTION J, ATTACHMENT 2.

ARTICLE D.3. SHIPPING

The Contractor shall ship all data generated under this contract in accordance with Statement of Work for the Conduct of Studies to Evaluate the Potential Toxicity and Carcinogenicity of Cell Phone radio Frequency Radiation in Laboratory Animals for the National Toxicology Program, SECTION J, ATTACHMENT 1, and in accordance with the Specifications for the Conduct of Studies to Evaluate the Toxic and Carcinogenic Potential of Chemical, Biological and Physical Agents in Laboratory Animals for the National Toxicology Program (NTP) SECTION J, ATTACHMENT 2.

SECTION E - INSPECTION AND ACCEPTANCE

- a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- b. For the purpose of this SECTION, the Project Officer is the authorized representative of the Contracting Officer.
- c. Inspection and acceptance will be performed at destination (NIEHS, Research Triangle Park, NC). Acceptance may be presumed unless otherwise indicated in writing by the Contracting Officer or the duly authorized representative within 30 days of receipt.
- d. This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

FAR Clause No. 52.246-5, INSPECTION OF SERVICES-COST REIMBURSEMENT (APRIL 1984)

SECTION F - DELIVERIES OR PERFORMANCE

ARTICLE F.1. PERIOD OF PERFORMANCE

- a. The period of performance of this contract shall be from approximately October 31, 2004 through June 30, 2005.
- b. If the Government exercises its option(s), the period of performance will be increased as listed below:

Option Number	Phase	Option Period
1	Phase 2, Thermal pilot study	approximately 16 weeks from the date of the exercise of the option
2	Phase 3, Perinatal/prechronic toxicity study	approximately 56 weeks from the date of the exercise of the option
3	Phase 4, Chronic study	approximately 153 weeks from the date of the exercise of the option
4	Phase 5, Transgenic Mice Study	to be conducted simultaneously with the chronic study

ARTICLE F. 2 . DELIVERIES

Satisfactory performance of the final contract shall be deemed to occur upon performance of the work described in SECTION C., Article C.1., Attachments 1 and 2, and upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the nontechnical items/reports in accordance with the stated delivery schedules set forth in ARTICLES in SECTIONS C., G., and H., and the following technical items in accordance with the stated delivery schedule:

- a. The items specified below as described in SECTION C, ARTICLE C. 2. and Attachment 1, the SOW, will be required to be delivered F.O.B. Destination as set forth in FAR 52.247-35, F.O.B. DESTINATION, WITHIN CONSIGNEES PREMISES (APRIL 1984), and in accordance with and by the date(s) specified below and any specifications stated in SECTION D, PACKAGING, MARKING AND SHIPPING, of the contract:

Abbreviation and General Delivery Addresses follow the list of milestones and deliverables.
Exact Names and Addresses to be supplied by the Project Officer.

PERIODIC SUBMISSIONS PER FACILITY	FREQUENCY	DUE DATES	DISTRIBUTION (Number of copies)
Monthly Progress Report	1/Month	Mail by 15th each month	CC (2) CO - Cover Page only
Sanitation Methods	1 only	90 Days after Contract Award	CC (2)
Water Analysis	At a minimum, 1 per year; 1 per prechronic study; 1 per year for chronic studies; for new labs, an analysis is required 30 days after receipt of a new award		CC (2)
Health and Safety Plan		As modified or at least every two years	CC (2)
Health and Safety Data to NTP	1/Year	October 1 each year	HS -- One microfiche copy
PRESTART ACTIVITIES	FREQUENCY	DUE DATES	DISTRIBUTION (Number of copies)
Submission of Phase 1 Report	1	within 6 mos of award	CC (3), CO (Cover page only)
NTP Review and Approval to Proceed to Next Phase	NA	Within 4 weeks of receipt of report	
Study Protocol (with indication of contractor's IACUC approval)	1/species	Prior to study start, within 4 weeks of approval to proceed	CC (2)
THERMAL PILOT STUDY	FREQUENCY	DUE DATES	DISTRIBUTION (Number of copies)
Start of Study	NA	2 weeks from approval of study protocol	
Study Report	1/Species	6 weeks from last exposure	CC (6), CO (Cover page only)
Approval to Proceed to Next Phase	NA	Within 4 weeks of receipt of Thermal Pilot Study report	

PERINATAL/PRECHRONIC FREQUENCY TOXICITY STUDY		DUE DATES	DISTRIBUTION (Number of copies)
Prestart Report (If lower powers are used than in the thermal pilot study)	1	4 weeks from approval to proceed	CC (3)
Review of Prestart Report to approval to proceed	NA	2 weeks from receipt of report	
Start of Perinatal/prechronic Study	NA	4 weeks from approval to proceed	
Serum Samples for Disease Screening	1/Species	As collected	SA - Send Samples for Evaluation
Prechronic Study Report	1/Species	Within 16 weeks from last day of necropsy;	CC (6), CO (Cover page only)
Slides and Inventory	1/Species	Same as Prechronic Study Report	REP CC, PC - Copy of Transmittal Letter
IANR Forms, Histology Processing Records, and Notification of Storage on TDMS	1/Species	30 days after submission of Prechronic Study Reports	REP CC, PC - Copy of Transmittal Letter to include notification of pathology storage on TDMS
Wet Tissues and Blocks	1/Species	Same as IANRs, etc.	REP CC, PC - Copy of Transmittal Letter
Study Raw Data Archival Records for Prechronic Study and Microfiche	1/Species	Same as IANRs, etc.	REP CC - Copy of Transmittal Letter and Inventory
NTP Review of Data and Decision about Chronic Study	NA	1 month from receipt of Study Reports	
CHRONIC STUDY	FREQUENCY	DUE DATES	DISTRIBUTION (Number of Copies)
Prestart Report (If lower powers used in chronic study)	1	4 weeks from approval to proceed	CC (3)
Review of Prestart Report to approval to proceed	NA	2 weeks from receipt of report	
Chronic Study Start	NA	4 weeks from approval to proceed	
Serum samples for Disease Screening	See II.D.13. of SPECS	As collected	SA - Send Samples for Evaluation
Blood smears from mice for micronuclei determination	1	2 weeks from necropsy	MN - Slides and decoding information MI - Copy of transmittal letter and decoding
Slides for Sperm Morphology/ Vaginal Cytology	Per protocol	As collected	SMVC - Send slides for evaluation CC - Copy of transmittal letter
B6C3F1 Samples for Genetic Monitoring	1	Within one week of collection	GEN
Copies of IANR Forms for Early Deaths	Twice a month	On the 1st and the 15th of each month	CC (2 copies)
Chronic Study Report (to include transgenic mice study)	1/Species	30 weeks after the last sacrifice	CC (6), CO (1 Cover page only)

CHRONIC STUDY	FREQUENCY	DUE DATES	DISTRIBUTION (Number of Copies)
IANR Forms, Histology Processing Records, Slides, Blocks and Inventory: Notification of Storage on TDMS	1/Species	Same as above	REP CC, PC, QA - Copy of Transmittal Letter to include notification of pathology storage on TDMS
Wet Tissues And Inventory	1/Species	All materials to be received at Archives within 4 weeks after submission of report	REP CC, PC, QA - Copy of Transmittal Letter
Archival Records of Study Raw Data and Microfiche	1/Species	Same as above	REP CC - Copy of Transmittal Letter and Inventory QA - Copy of Transmittal Letter
Contract Expiration	NA	60 days from submission of Study Data/Materials to Archives	

IANR = Individual Animal Necropsy Record
TDMS = Toxicology Data Management System

Abbreviations and General Addresses for Deliverables.
Exact names and addresses to be provided (TBP) by the Project Officer.

The number of copies and recipient are subject to change and will be affected by contract modification.

CC	Contracts Coordinator Research Triangle Park, NC 27709
CO	Contracting Office NIEHS, DERT, RCB Research Triangle Park, NC 27709
GEN	Samples for Genetic Monitoring of Mice TBP
HS	NTP Health and Safety NIEHS Research Triangle Park, NC 27709
MI	Micronuclei Decoding Information NIEHS Research Triangle Park, NC 27709
MN	Micronuclei Evaluation TBP
PC	Pathology Coordinator Research Triangle Park, NC 27709

QA	Quality Assurance NIEHS, NTP, ETP Research Triangle Park, NC 27709
REP	Repositories: Archival Material - Raw Data OR Wet Tissues and Blocks Durham, NC 27713
SA	Sentinel Animal Serum Samples TBP
SMVC	Sperm Morphology/Vaginal Cytology Evaluation TBP

ARTICLE F.3. CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (FEBRUARY 1998)

This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:

52.242-15, Stop Work Order (AUGUST 1989) with ALTERNATE I (APRIL 1984).

SECTION G - CONTRACT ADMINISTRATION DATA

Any contract awarded from this RFP will contain the following:

ARTICLE G.1. PROJECT OFFICER

The following Project Officer(s) will represent the Government for the purpose of this contract:

[To be specified prior to award]

The Project Officer is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

The Contracting Officer is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the statement of work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

[The Contracting Officer hereby delegates the Project Officer as the Contracting Officer's authorized representative responsible for signing software license agreements issued as a result of this contract.]

The Government may unilaterally change its Project Officer designation.

ARTICLE G.2. KEY PERSONNEL

- a. Pursuant to the Key Personnel clause in SECTION I, ARTICLE I.1., the following individual is considered to be essential to the work being performed hereunder:

NAME	TITLE
[To be specified prior to award]	Principal Investigator

- b. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The contract may be modified from time to time during the course of the contract to either add or delete personnel, as appropriate.
- c. When "key personnel" have been identified in this contract, it has been determined that such named personnel are necessary for the successful performance of this contract; and the Contractor agrees to assign such persons to the performance of the work under this contract, and shall not reassign or remove any of them without the consent of the Contracting Officer in accordance with the procedure outlined in e. below.

- d. In addition, during the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph e. below. After the initial ninety (90) day period, the Contractor shall submit the information required by paragraph e. to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- e. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes and any additional information requested by the Contracting Officer. Proposed substitutes shall have substantially equal abilities and qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This article will be modified to reflect any approved changes of key personnel.
- f. Individuals assigned to fill the following discipline roles are considered to be "critical staff":

Toxicologist	Pathologist
Physicist Engineer	Laboratory Animal Veterinarian
Clinical Laboratory Scientist	Quality Assurance Unit Officer
Health and Safety Officer	

The "critical staff" positions shall be filled by those individuals proposed in the Contractor's final proposal revision accepted by the Government. The Contractor agrees to make available such persons as have been proposed by the Contractor and approved by the Government for the above listed positions for the proposed work under this contract. The Contractor agrees to assign such persons to the performance of the work under this contract, and shall not reassign or remove any of them without the consent of the Project Officer. Whenever, for any reason one or more of the aforementioned personnel becomes unavailable for work under this contract, the Contractor shall immediately notify the Project Officer to that effect and shall, subject to the approval of the Project Officer in writing, replace such personnel with personnel of substantially equal ability and qualifications.

ARTICLE G.3. INVOICE SUBMISSION/CONTRACT FINANCING REQUEST

- a. Invoice/Financing Request Instructions for NIH Cost-Reimbursement Type Contracts NIH(RC)-1 are attached and made part of this contract. The instructions and the following directions for the submission of invoices/financing request must be followed to meet the requirements of a "proper" payment request pursuant to FAR 32.9.

- (1) Invoices/financing requests shall be submitted as follows:

An original and two copies to the following designated billing office:

Contracting Officer
Research Contracts Branch
National Institute of Environmental Health Sciences, NIH
79 T.W. Alexander Drive, 4401 Research Commons Building
P.O. Box 12874
Research Triangle Park, North Carolina 27709

- (2) Inquiries regarding payment of invoices should be directed to the designated billing office, (919) 541-0416.

OR

ARTICLE G.3. LETTER OF CREDIT PAYMENT INFORMATION

- a. Advance payments will be provided under Letter of Credit Number _____ in accordance with Alternate V, Advance Payments Without Special Bank Account, of FAR Clause 52.232-12, Advance Payments. This clause is provided in full text in Article I.4. of this contract.

The contractor shall withdraw funds pursuant to Department of Treasury Circular 1075 (31 CFR Part 205, http://www.access.gpo.gov/nara/cfr/waisidx_00/31cfr205_00.html).

- (1) Invoice/Financing Request Instructions for NIH Cost-Reimbursement Type Contracts, NIH(RC)-1, are attached and made a part of this contract for the submission of completion and/or final invoices. The invoice instructions and the following directions for the submission of invoices/financing requests must be followed to meet the requirements of a "proper" invoice, pursuant to FAR 32.9. The completion and/or final invoice shall be submitted as follows:

An original and two copies to the following office:

Contracting Officer
Research Contracts Branch
National Institute of Environmental Health Sciences, NIH
79 T.W. Alexander Drive, 4401 Research Commons Building
P.O. Box 12874
Research Triangle Park, North Carolina 27709

- (2) Inquiries regarding payments should be directed to the following office administering advance payments:

Division of Payment Management
11400 Rockville Pike
Rockwall Building #1, Suite 700
Rockville, MD 20852
(<http://www.dpm.psc.gov/support/contact>)

ARTICLE G.4. CONTRACT FINANCIAL REPORT

- a. Financial reports on the attached Form NIH 2706, Financial Report of Individual Project/Contract, shall be submitted by the Contractor in accordance with the Instructions for Completing Form NIH 2706, which accompany the form, in an original and two copies, not later than the 30th working day after the close of the reporting period. The line entries for subdivisions of work and elements of cost (expenditure categories) which shall be reported within the total contract are listed in paragraph e., below. Subsequent changes and/or additions in the line entries shall be made in writing.
- b. Unless otherwise stated in that part of the Instructions for Completing Form NIH 2706, entitled "**PREPARATION INSTRUCTIONS**," all columns A through J, shall be completed for each report submitted.
- c. The first financial report shall cover the period consisting of the FIRST FULL THREE CALENDAR MONTHS following the date of the contract, in addition to any fractional part of the initial month. Thereafter, reports will be on a Quarterly basis.

- d. The Contracting Officer may require the Contractor to submit detailed support for costs contained in one or more interim financial reports. This clause does not supersede the record retention requirements in FAR Part 4.7.
- e. The following is a listing of expenditure categories to be reported:

Expenditure Category	Percentage of
A	Effort/Hours

- | | |
|-----------------------------------|--|
| (1) Direct Labor | |
| (a) Principal Investigator | |
| (b) Co-Principal Investigator | |
| (c) Key Personnel | |
| (i) | |
| (ii) | |
| (iii) | |
| (2) Other Professional Personnel | |
| (3) Personnel - Other | |
| (4) Fringe Benefits | |
| (5) Accountable Personal Property | |
| (6) Materials/Supplies | |
| (7) Travel | |
| (8) Consultant Costs | |
| (9) Premium Pay | |
| (10) Computer Costs | |
| (11) Subcontract Costs | |
| (12) Other Direct Costs | |
| (13) Indirect Costs | |
| (14) G&A Expense | |
| (15) Total Cost | |
| (16) Fee | |
| (17) Total Cost Plus Fixed Fee | |

- f. The Government may unilaterally revise the NIH 2706 to reflect the allotment of additional funds.

ARTICLE G.5. INDIRECT COST RATES

In accordance with Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clause 52.216-7(d)(2), "Allowable Cost and Payment" incorporated by reference in this contract in Part II, Section I, the cognizant Contracting Officer representative responsible for negotiating provisional and/or final indirect cost rates is identified as follows:

Director, Division of Financial Advisory Services
Office of Contracts Management
National Institutes of Health
6100 Building, Room 6B05
6100 EXECUTIVE BLVD MSC 7540
BETHESDA MD 20892-7540

These rates are hereby incorporated without further action of the Contracting Officer.

ARTICLE G.6. GOVERNMENT PROPERTY

a. If this RFP will result in the acquisition or use of Government Property provided by the contracting agency or if the Contracting Officer authorizes in the preaward negotiation process, the acquisition of property (other than real property), this ARTICLE will include applicable provisions and incorporate the DHHS Publication (OS) 686, entitled, **Contractor's Guide for Control of Government Property**, (1990) which can be found at <http://knownet.hhs.gov/log/contractorsguide.htm>

b. Government Furnished Materials

- (1) Sprague-Dawley rats and parental strains of the B6C3F1 mouse used in the conduct of these studies;
- (2) TDMS equipment, software and user manuals; and,
- (3) Serology testing by an NTP contractor for animal disease screening.

ARTICLE G.7. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

a. Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15. The final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, at least one interim evaluation will be prepared.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. If agreement cannot be reached between the parties, the matter will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address:

http://ocm.od.nih.gov/cdmp/cps_contractor.htm

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ARTICLE H.1. REIMBURSEMENT OF COSTS FOR INDEPENDENT RESEARCH AND DEVELOPMENT PROJECTS (Commercials Only)

The primary purpose of the Public Health Service (PHS) is to support and advance independent research within the scientific community. This support is provided in the form of contracts and grants totaling approximately 7 billion dollars annually. PHS has established effective, time tested and well recognized procedures for stimulating and supporting this independent research by selecting from multitudes of applications those research projects most worthy of support within the constraints of its appropriations. The reimbursement through the indirect cost mechanism of independent research and development costs not incidental to product improvement would circumvent this competitive process.

To ensure that all research and development projects receive similar and equal consideration, all organizations may compete for direct funding of independent research and development projects they consider worthy of support by submitting those projects to the appropriate Public Health Service grant office for review. Since these projects may be submitted for direct funding, the Contractor agrees that no costs for any independent research and development project, including all applicable indirect costs, will be claimed under this contract.

ARTICLE H.2. HUMAN SUBJECTS

It is hereby understood and agreed that research involving human subjects shall not be conducted under this contract, and that no material developed, modified, or delivered by or to the Government under this contract, or any subsequent modification of such material, will be used by the Contractor or made available by the Contractor for use by anyone other than the Government, for experimental or therapeutic use involving humans without the prior written approval of the Contracting Officer.

ARTICLE H.3. CONTINUED BAN ON FUNDING OF HUMAN EMBRYO RESEARCH

- a. Pursuant to Public Law(s) cited in paragraph b. , below, NIH is prohibited from using appropriated funds to support human embryo research. Contract funds may not be used for (1) the creation of a human embryo or embryos for research purposes; or (2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.208(a)(2) and Section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)). The term "human embryo or embryos" includes any organism, not protected as a human subject under 45 CFR 46 as of the date of the enactment of this Act, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

Additionally, in accordance with a March 4, 1997 Presidential Memorandum, Federal funds may not be used for cloning of human beings.

b. Public Law and Section No.	Fiscal Year	Period Covered
P.L. 108-199, Title V - General Provisions, Section 510	2004	10/1/03 - 9/30/04

ARTICLE H.4. NEEDLE EXCHANGE

- a. Pursuant to Public Law(s) cited in paragraph b., below, contract funds shall not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

b. Public Law and Section No.	Fiscal Year	Period Covered
P.L. 108-199, Title V - General Provisions, Section 505	2004	10/1/03 - 9/30/04

ARTICLE H.5. ANIMAL WELFARE

All research involving live, vertebrate animals shall be conducted in accordance with the Public Health Service Policy on Humane Care and Use of Laboratory Animals. This policy may be accessed at <http://grants1.nih.gov/grants/olaw/references/phspol.htm>

ARTICLE H.6. INTRODUCTION OF RODENTS AND RODENT PRODUCTS

No rodent or rodent product shall be delivered to NIEHS directly, or through collaborative research or holding facilities under contract to NIEHS except by prior approval by the Comparative Medicine Branch, NIEHS. The approval form, Application to Introduce Rodents and Rodent Products into NIEHS, is available by contacting the Comparative Medicine Branch, Quality Assurance Laboratory at 919-541-3239. Approval must be obtained by the Contractor prior to shipment to NIEHS of the rodents and/or rodent products. The Contractor must be sure that this approval exists and is current before transferring rodents or rodent products into the NIEHS. Refusal or negligence to do so will be considered a material breach of contract and may be treated as any other such material breach. Requests for approval should be submitted within 30 days of the shipping date to: NIEHS, Comparative Medicine Branch, Quality Assurance laboratory, PO box 12233, MD C1-06, Building 101, Room C128, Research Triangle park, NC, 27709. United States Department of Agriculture permits are required for the importation of monoclonal antibodies, hybridoma cell lines, cell cultures, and other biologic materials that have been in contact with material of animal origin. USDA permit forms and information are available on-line at <http://www.aphis.usda.gov/forms/index.html#VS16>. A copy of the completed form should be submitted to the Comparative Medicine Branch.

ARTICLE H.7. OPTION PROVISION

Unless the Government exercises its option pursuant to the Option Clause set forth in ARTICLE I.3., the contract will consist only of Phase I of the Statement of Work as defined in Sections C and F of the contract and Attachment 1 to this document. Pursuant to clause 52.217-9 set forth in ARTICLE I.3. of this contract, the Government may, by unilateral contract modification, require the Contractor to perform the following additional optional phases as defined in SECTIONS B., C., and F., and Attachment 1, the Statement of Work, of this solicitation.

Option #	Phase
1	Phase 2, Thermal pilot study
2	Phase 3, Perinatal/prechronic toxicity study
3	Phase 4, Chronic study
4	Phase 5, Transgenic Mice Study

Attachment 1, the Statement of Work, provides time lines for the Government to review study results and the determination to exercise options for each optional study.

If the Government exercises any options, notice must be given at least 60 days prior to the expiration date of this contract, and the estimated cost [plus fixed fee] of the contract will be increased as set forth in ARTICLE B and the contract expiration date or any Advance Understandings in ARTICLE B will be adjusted as reflected in the OPTION PROVISIONS ARTICLE, of any resultant contract.

[THE FOLLOWING ARTICLE WILL BE INCLUDED IN ANY CONTRACT IF THE VALUE EXCEEDS \$500,000.]

ARTICLE H.8. SUBCONTRACTING PROVISIONS

a. Small Business Subcontracting Plan

- (1) The Small Business Subcontracting Plan, dated _____ is attached hereto and made a part of this contract.
- (2) The failure of any Contractor or subcontractor to comply in good faith with FAR Clause 52.219-8, entitled "Utilization of Small Business Concerns" incorporated in this contract and the attached Subcontracting Plan, will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR Clause 52.219-16 entitled, "Liquidated Damages-Subcontracting Plan."

b. Subcontracting Reports

(1) Subcontracting Report for Individual Contracts, SF-294

The Contractor shall submit the original and one (1) copy of Subcontracting Report for Individual Contracts, SF-294 in accordance with the instructions on the report as referenced in Public Law 95-507, Section 211. In addition to the information contained in the General Instructions on the back of this form for Block 17, "Remarks," the Contractor shall provide an explanation **for any category** of small business subcontracting for which there were no dollars reported since the last reporting period.

Regardless of the effective date of this contract, the Report shall be submitted on the following dates for the entire life of this contract:

April 30th
October 30th

The Report shall be sent to the Contracting Officer at following address:

Contracting Officer
Research Contracts Branch
National Institute of Environmental Health Sciences, NIH
79 T.W. Alexander Drive, 4401 Research Commons Building
P.O. Box 12874
Research Triangle Park, North Carolina 27709

(2) Summary Subcontract Report, SF-295

The Contractor shall submit two (2) copies of Summary Subcontract Report, SF-295 in accordance with the instructions on the report as referenced in Public Law 95-507, Section 211. Regardless of the effective date of this contract, the Summary Subcontract Report shall be submitted annually on the following date for the entire life of this contract:

October 30th

One copy of this report shall be sent to the Contracting Officer at the address above. One copy of this Report shall be mailed to the Office of Small and Disadvantaged Business Utilization, DHHS at the following addresses:

Office of Small and Disadvantaged Business Utilization
Department of Health and Human Services
Hubert H. Humphrey Bldg., Room 517-D
200 Independence Avenue, S.W.
Washington, D.C. 20201

- (3) The contractor shall also send an "Information Copy" of the SF-295 to the Cognizant Commercial Representative (CMR) at the address provided by the SBA. The Contractor should call SBA Headquarters in Washington, DC at (202) 606-4000, X234 for the correct address if unknown.

ARTICLE H.9. SALARY RATE LIMITATION LEGISLATION PROVISIONS

- a. Pursuant to Public Law(s) cited in paragraph b., below, no NIH Fiscal Year funds may be used to pay the direct salary of an individual through this contract at a rate in excess of applicable amount shown for the fiscal year covered. Direct salary is exclusive of fringe benefits, overhead, and general and administrative expenses (also referred to as "indirect cost" or "facilities and administrative (F&A) costs"). Direct salary has the same meaning as the term "institutional base salary." An individual's direct salary (or institutional base salary) is the annual compensation that the contractor pays for an individual's appointment whether that individual's time is spent on research, teaching, patient care or other activities. Direct salary (or institutional base salary) excludes any income that an individual may be permitted to earn outside of duties to the contractor. The per year salary rate limit also applies to individuals proposed under subcontracts. It does not apply to fees paid to consultants. If this is a multiple year contract, it may be subject to unilateral modifications by the Government if an individual's salary rate exceeds any salary rate ceiling established in future HHS appropriation acts.

b. Public Law No.	Fiscal Year	Dollar Amount of Salary Limitation* Executive Level I
P.L. 108-199, Title II, General Provisions, Section 204	2004	

- c. Direct salaries which will be paid with FY-04 funds are limited to the Executive level I rate which was in effect on the date(s) the expense was incurred.

**For contract expenditures using FY-04 funds, the Executive Level I rate for the period 10/1/03 – 12/31/03 is \$171,900. Effective 1/1/04, for contract expenditures using FY-04 funds, the Executive Level I rate was increased to \$174,500 and will remain at this level until such time as it is determined to raise the Executive Schedule annual rates. See the web site listed below for Executive Schedule rates of pay.*

LINK to EXECUTIVE SCHEDULE SALARIES: <http://www.opm.gov/oca/PAYRATES/index.htm>

(Click on "Executive Schedule" for the current Fiscal Year's salary rate or scroll down to the "General Schedule Salary Tables from Previous Years" to locate the Executive Level salary rates from previous years.)

ARTICLE H.10. INFORMATION TECHNOLOGY SYSTEMS SECURITY SPECIFICATIONS

The contractor agrees to comply with the Information Technology (IT) systems security and/or privacy specifications set forth herein; the Computer Security Act of 1987; Office of Management and Budget (OMB) Circular A-130, Appendix III, "Security of Federal Automated Information Systems," and the DHHS Automated Information Systems Security Program (AISSP) Handbook, which may be found at the following websites:

Computer Security Act of 1987: http://csrc.ncsl.nist.gov/secplcy/csa_87.txt

OMB A-130, Appendix III: <http://csrc.ncsl.nist.gov/secplcy/a130app3.txt>

DHHS AISSP Handbook: <http://irm.cit.nih.gov/policy/aissp.html>

The contractor further agrees to include this provision in any subcontract awarded pursuant to this prime contract. Failure to comply with these requirements shall constitute cause for termination.

The contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of the SOW. The contractor shall establish and implement appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of sensitive Government information, data, and/or equipment.

In addition, during all activities and operations on Government premises, the contractor shall comply with DHHS, including National Institutes of Health (NIH), rules of conduct.

a. Required IT Systems Security Training

The contractor shall assure that each employee has completed the NIH Computer Security Awareness Training (<http://irtsectraining.nih.gov/>) prior to performing any work under this contract.

The contractor shall maintain a listing by name and title of each individual working under this contract who has completed the NIH required training. Any additional security training completed by contractor staff shall be included on this listing. The listing of completed training shall be included in the first technical progress report. (See Article C.2. Reporting Requirements) Any revisions to this listing as a result of staffing changes shall be submitted with next required technical progress report.

1. Position Sensitivity Designations

The Government has determined that the following position sensitivity designations and associated clearance and investigation requirements apply under this contract:

Level 1C: Non Sensitive (Requires Suitability Determination with an NACI).

Contractor employees assigned to a Level 1C position are subject to a National Agency Check and Inquiry Investigation (NACI).

Applicable contractor positions: All contract employees who will be involved in data entry, report generation, and system maintenance (to include validation and upgrade) for IT systems in support of work required by Attachment 1, the statement of Work, and Attachment 2, the Specifications, of any contract.

Contractor employees who have met investigative requirements within the past five years may only require an updated or upgraded investigation. Verifications of completed investigations (e.g. copies of certificates of investigations or security clearances), as well as requests for new investigations, shall be submitted to the Project Officer.

2. Commitment to Protect Sensitive Information

a. Contractor Agreement

The Contractor shall not release, publish, or disclose sensitive information to unauthorized personnel, and shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of sensitive information:

- 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records)
- 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information)
- Public Law 96-511 (Paperwork Reduction Act)

b. Contractor-Employee Non-Disclosure Agreements

Each contractor employee who may have access to sensitive information under this contract shall complete the attachment entitled, "Commitment To Protect Non-Public Information - Contractor Agreement," which is referenced in Section J of this contract and available at:
<http://irm.cit.nih.gov/security/Nondisclosure.pdf>

A copy of each signed and witnessed Non-Disclosure agreement shall be submitted to the Project Officer prior to performing any work under the contract.

ARTICLE H.11 . CONFIDENTIALITY OF INFORMATION

The following information is covered by HHSAR 352.224-70, Confidentiality of Information (APRIL 1984): prestart exposure system development report and study reports.

ARTICLE H.12 . PUBLICATION AND PUBLICITY

The contractor shall acknowledge the support of the National Institutes of Health whenever publicizing the work under this contract in any media by including an acknowledgment substantially as follows:

"This project has been funded in whole or in part with Federal funds from the National Institute of Environmental Health Sciences, National Institutes of Health, Department of Health and Human Services, under Contract No. .

ARTICLE H.13 . PRESS RELEASES

- a. Pursuant to Public Law(s) cited in paragraph b., below, the contractor shall clearly state, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

b. Public Law and Section No.	Fiscal Year	Period Covered
P.L. 108-199, Title V – General Provisions, Section 507	2004	10/1/03 – 9/30/04

ARTICLE H.14. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is **1-800-HHS-TIPS (1-800-447-8477)**. All telephone calls will be handled confidentially. The e-mail address is **Htips@os.dhhs.gov** and the mailing address is:

Office of Inspector General
Department of Health and Human Services
TIPS HOTLINE
P.O. Box 23489
Washington, D.C. 20026

ARTICLE H.15 . YEAR 2000 COMPLIANCE

In accordance with FAR 39.106, Information Technology acquired under this contract must be Year 2000 compliant as set forth in the following clause:

1. Service Involving the Use of Information Technology

YEAR 2000 COMPLIANCE--SERVICE INVOLVING THE USE OF INFORMATION TECHNOLOGY

The Contractor agrees that each item of hardware, software, and firmware used under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations.

ARTICLE H.16. OBTAINING AND DISSEMINATING BIOMEDICAL RESEARCH RESOURCES

Unique research resources arising from NIH-funded research are to be shared with the scientific research community. NIH provides guidance, entitled, "Sharing Biomedical Research Resources: Principles and Guidelines for Recipients of NIH Research Grants and Contracts," (Federal Register Notice, December 23, 1999 [64 FR 72090]), concerning the appropriate terms for disseminating and acquiring these research resources. This guidance, found at : <http://ott.od.nih.gov/NewPages/64FR72090.pdf>, is intended to help contractors ensure that the conditions they impose and accept on the transfer of research tools will facilitate further biomedical research, consistent with the requirements of the Bayh-Dole Act and NIH funding policy.

Note: For the purposes of this Article, the terms, "research tools," "research materials," and "research resources" are used interchangeably and have the same meaning.

ARTICLE H.17. ANTI -LOBBYING

- a. Pursuant to Public Law(s) cited in paragraph c., below, contract funds shall not be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.
- b. Contract funds shall not be used to pay salary or expenses of the contractor or any agent acting for the contractor, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

c. Public Law and Section No.	Fiscal Year	Period Covered
for a., above: P.L. 108-199 Title V - General Provisions, Section 503a	2004	10/1/03-9/30/04
for b., above, P.L. 108-199, Title V - General Provisions, Section 503b	2004	10/1/03-9/30/04

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

THE FOLLOWING PAGES CONTAIN A LISTING(S) OF GENERAL CLAUSES WHICH WILL BE APPLICABLE TO MOST CONTRACTS RESULTING FROM THIS RFP. HOWEVER, THE ORGANIZATIONAL STRUCTURE OF THE SUCCESSFUL OFFEROR(S) WILL DETERMINE THE SPECIFIC GENERAL CLAUSES LISTING TO BE CONTAINED IN THE CONTRACT(S) AWARDED FROM THIS RFP.

ARTICLE I.1. GENERAL CLAUSES FOR A COST-REIMBURSEMENT RESEARCH AND DEVELOPMENT CONTRACT - FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

a. **FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:**

<u>FAR CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	Dec 2001	Definitions
52.203-3	Apr 1984	Gratuities (Over \$100,000)
52.203-5	Apr 1984	Covenant Against Contingent Fees (Over \$100,000)
52.203-6	Jul 1995	Restrictions on Subcontractor Sales to the Government (Over \$100,000)
52.203-7	Jul 1995	Anti-Kickback Procedures (Over \$100,000)
52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over \$100,000)
52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity (Over \$100,000)
52.203-12	Jun 2003	Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000)
52.204-4	Aug 2000	Printed or Copied Double-Sided on Recycled Paper (Over \$100,000)
52.204-7	Oct 2003	Central Contractor Registration
52.209-6	Jul 1995	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$25,000)
52.215-2	Jun 1999	Audit and Records - Negotiation (Over \$100,000)
52.215-8	Oct 1997	Order of Precedence - Uniform Contract Format
52.215-10	Oct 1997	Price Reduction for Defective Cost or Pricing Data
52.215-12	Oct 1997	Subcontractor Cost or Pricing Data (Over \$500,000)

52.215-14	Oct 1997	Integrity of Unit Prices (Over \$100,000)
52.215-15	Jan 2004	Pension Adjustments and Asset Reversions
52.215-18	Oct 1997	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions
52.215-19	Oct 1997	Notification of Ownership Changes
52.215-21	Oct 1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications
52.216-7	Dec 2002	Allowable Cost and Payment
52.216-8	Mar 1997	Fixed Fee
52.219-8	Oct 2000	Utilization of Small Business Concerns (Over \$100,000)
52.219-9	Jan 2002	Small Business Subcontracting Plan (Over \$500,000)
52.219-16	Jan 1999	Liquidated Damages - Subcontracting Plan (Over \$500,000)
52.222-2	Jul 1990	Payment for Overtime Premium (Over \$100,000) (Note: The dollar amount in paragraph (a) of this clause is \$0 unless otherwise specified in the contract.)
52.222-3	Jun 2003	Convict Labor
52.222-26	Apr 2002	Equal Opportunity
52.222-35	Dec 2001	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-36	Jun 1998	Affirmative Action for Workers with Disabilities
52.222-37	Dec 2001	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.223-6	May 2001	Drug-Free Workplace
52.223-14	Aug 2003	Toxic Chemical Release Reporting (Over \$100,000)
52.225-1	Jun 2003	Buy American Act - Supplies
52.225-13	Jan 2004	Restrictions on Certain Foreign Purchases
52.227-1	Jul 1995	Authorization and Consent, Alternate I (Apr 1984)
52.227-2	Aug 1996	Notice and Assistance Regarding Patent and Copyright Infringement (Over \$100,000)
52.227-11	Jun 1997	Patent Rights - Retention by the Contractor (Short Form) (Note: In accordance with FAR 27.303(a)(2), paragraph (f) is modified to include the requirements in FAR 27.303(a)(2)(i) through (iv). The frequency of reporting in (i) is annual.
52.227-14	Jun 1987	Rights in Data - General
52.232-9	Apr 1984	Limitation on Withholding of Payments

52.232-17	Jun 1996	Interest (Over \$100,000)
52.232-20	Apr 1984	Limitation of Cost
52.232-23	Jan 1986	Assignment of Claims
52.232-25	Oct 2003	Prompt Payment, Alternate I (Feb 2002)
52.232-33	Oct 2003	Payment by Electronic Funds Transfer--Central Contractor Registration
52.233-1	Jul 2002	Disputes
52.233-3	Aug 1996	Protest After Award, Alternate I (Jun 1985)
52.242-1	Apr 1984	Notice of Intent to Disallow Costs
52.242-3	May 2001	Penalties for Unallowable Costs (Over \$500,000)
52.242-4	Jan 1997	Certification of Final Indirect Costs
52.242-13	Jul 1995	Bankruptcy (Over \$100,000)
52.243-2	Aug 1987	Changes - Cost Reimbursement, Alternate V (Apr 1984)
52.244-2	Aug 1998	Subcontracts, Alternate II (Aug 1998) *If written consent to subcontract is required, the identified subcontracts are listed in ARTICLE B, Advance Understandings.
52.244-5	Dec 1996	Competition in Subcontracting (Over \$100,000)
52.245-5	Jun 2003	Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contract)
52.246-23	Feb 1997	Limitation of Liability (Over \$100,000)
52.249-6	Sep 1996	Termination (Cost-Reimbursement)
52.249-14	Apr 1984	Excusable Delays
52.253-1	Jan 1991	Computer Generated Forms

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:

HHSAR		
<u>CLAUSE</u>		
<u>NO.</u>	<u>DATE</u>	<u>TITLE</u>
352.202-1	Jan 2001	Definitions - with Alternate paragraph (h) (Jan 2001)
352.216-72	Oct 1990	Additional Cost Principles
352.228-7	Dec 1991	Insurance - Liability to Third Persons
352.232-9	Apr 1984	Withholding of Contract Payments
352.233-70	Apr 1984	Litigation and Claims

352.242-71	Apr 1984	Final Decisions on Audit Findings
352.270-5	Apr 1984	Key Personnel
352.270-6	Jul 1991	Publications and Publicity
352.270-7	Jan 2001	Paperwork Reduction Act

[End of GENERAL CLAUSES FOR A COST-REIMBURSEMENT RESEARCH AND DEVELOPMENT CONTRACT - Rev. 01/2004].

OR

ARTICLE I.1. GENERAL CLAUSES FOR A NEGOTIATED COST-REIMBURSEMENT CONTRACT WITH EDUCATIONAL INSTITUTIONS - FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arinet.gov/far/>.

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

<u>FAR CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	Dec 2001	Definitions
52.203-3	Apr 1984	Gratuities (Over \$100,000)
52.203-5	Apr 1984	Covenant Against Contingent Fees (Over \$100,000)
52.203-6	Jul 1995	Restrictions on Subcontractor Sales to the Government (Over \$100,000)
52.203-7	Jul 1995	Anti-Kickback Procedures (Over \$100,000)
52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over \$100,000)
52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity (Over \$100,000)
52.203-12	Jun 2003	Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000)
52.204-4	Aug 2000	Printed or Copied Double-Sided on Recycled Paper (Over \$100,000)
52.204-7	Oct 2003	Central Contractor Registration
52.209-6	Jul 1995	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$25,000)
52.215-2	Jun 1999	Audit and Records - Negotiation (Over \$100,000), Alternate II (Apr 1998)
52.215-8	Oct 1997	Order of Precedence - Uniform Contract Format
52.215-10	Oct 1997	Price Reduction for Defective Cost or Pricing Data
52.215-12	Oct 1997	Subcontractor Cost or Pricing Data (Over \$500,000)

52.215-14	Oct 1997	Integrity of Unit Prices (Over \$100,000)
52.215-15	Jan 2004	Pension Adjustments and Asset Reversions
52.215-18	Oct 1997	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions
52.215-19	Oct 1997	Notification of Ownership Changes
52.215-21	Oct 1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications
52.216-7	Dec 2002	Allowable Cost and Payment (Paragraph (a) is modified to delete the words "Subpart 31.2" and to add the words "Subpart 31.3")
52.216-11	Apr 1984	Cost Contract - No Fee
52.219-8	Oct 2000	Utilization of Small Business Concerns (Over \$100,000)
52.219-9	Jan 2002	Small Business Subcontracting Plan (Over \$500,000)
52.219-16	Jan 1999	Liquidated Damages - Subcontracting Plan (Over \$500,000)
52.222-2	Jul 1990	Payment for Overtime Premium (Over \$100,000) (Note: The dollar amount in paragraph (a) of this clause is \$0 unless otherwise specified in the contract.)
52.222-3	Jun 2003	Convict Labor
52.222-26	Apr 2002	Equal Opportunity
52.222-35	Dec 2001	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-36	Jun 1998	Affirmative Action for Workers with Disabilities
52.222-37	Dec 2001	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.223-6	May 2001	Drug-Free Workplace
52.223-14	Aug 2003	Toxic Chemical Release Reporting (Over \$100,000)
52.225-1	Jun 2003	Buy American Act - Supplies
52.225-13	Jan 2004	Restrictions on Certain Foreign Purchases
52.227-1	Jul 1995	Authorization and Consent, Alternate I (Apr 1984)
52.227-2	Aug 1996	Notice and Assistance Regarding Patent and Copyright Infringement (Over \$100,000)
52.227-11	Jun 1997	Patent Rights - Retention by the Contractor (Short Form) (Note: In accordance with FAR 27.303(a)(2), paragraph (f) is modified to include the requirements in FAR 27.303(a)(2)(i) through (iv). The frequency of reporting in (i) is annual.
52.227-14	Jun 1987	Rights in Data- General
52.232-9	Apr 1984	Limitation on Withholding of Payments

52.232-20	Apr 1984	Limitation of Cost
52.232-23	Jan 1986	Assignment of Claims
52.232-25	Oct 2003	Prompt Payment, Alternate I (Feb 2002)
52.232-33	Oct 2003	Payment by Electronic Funds Transfer--Central Contractor Registration
52.233-1	Jul 2002	Disputes
52.233-3	Aug 1996	Protest After Award, Alternate I (Jun 1985)
52.242-1	Apr 1984	Notice of Intent to Disallow Costs
52.242-4	Jan 1997	Certification of Final Indirect Costs
52.242-13	Jul 1995	Bankruptcy (Over \$100,000)
52.244-2	Aug 1998	Subcontracts, Alternate II (Aug 1998) *If written consent to subcontract is required, the identified subcontracts are listed in ARTICLE B, Advance Understandings.
52.244-5	Dec 1996	Competition in Subcontracting (Over \$100,000)
52.245-5	Jun 2003	Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contract), Alternate I (Jul 1985)
52.246-23	Feb 1997	Limitation of Liability (Over \$100,000)
52.249-5	Sep 1996	Termination for the Convenience of the Government (Educational and Other Nonprofit Institutions)
52.253-1	Jan 1991	Computer Generated Forms

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES

<u>HHSAR CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
352.202-1	Jan 2001	Definitions - with Alternate paragraph (h) (Jan 2001)
352.216-72	Oct 1990	Additional Cost Principles
352.228-7	Dec 1991	Insurance - Liability to Third Persons
352.232-9	Apr 1984	Withholding of Contract Payments
352.233-70	Apr 1984	Litigation and Claims
352.242-71	Apr 1984	Final Decisions on Audit Findings
352.249-14	Apr 1984	Excusable Delays
352.270-5	Apr 1984	Key Personnel
352.270-6	Jul 1991	Publications and Publicity

[End of GENERAL CLAUSES FOR A NEGOTIATED COST-REIMBURSEMENT CONTRACT WITH EDUCATIONAL INSTITUTIONS - Rev. 01/2004].

OR

ARTICLE I.1. GENERAL CLAUSES FOR A NEGOTIATED COST-REIMBURSEMENT CONTRACT WITH NONPROFIT ORGANIZATIONS OTHER THAN EDUCATIONAL INSTITUTIONS - FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

<u>FAR CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	Dec 2001	Definitions
52.203-3	Apr 1984	Gratuities (Over \$100,000)
52.203-5	Apr 1984	Covenant Against Contingent Fees (Over \$100,000)
52.203-6	Jul 1995	Restrictions on Subcontractor Sales to the Government (Over \$100,000)
52.203-7	Jul 1995	Anti-Kickback Procedures (Over \$100,000)
52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over \$100,000)
52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity (Over \$100,000)
52.203-12	Jun 2003	Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000)
52.204-4	Aug 2000	Printed or Copied Double-Sided on Recycled Paper (Over \$100,000)
52.204-7	Oct 2003	Central Contractor Registration
52.209-6	Jul 1995	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$25,000)
52.215-2	Jun 1999	Audit and Records - Negotiation (Over \$100,000), Alternate II (Apr 1998)
52.215-8	Oct 1997	Order of Precedence - Uniform Contract Format
52.215-10	Oct 1997	Price Reduction for Defective Cost or Pricing Data
52.215-12	Oct 1997	Subcontractor Cost or Pricing Data (Over \$500,000)
52.215-14	Oct 1997	Integrity of Unit Prices (Over \$100,000)
52.215-15	Jan 2004	Pension Adjustments and Asset Reversions

52.215-18	Oct 1997	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions
52.215-19	Oct 1997	Notification of Ownership Changes
52.215-21	Oct 1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications
52.216-7	Dec 2002	Allowable Cost and Payment (Paragraph (a) is modified to delete the words "Subpart 31.2" and to add the words "Subpart 31.7")
52.216-11	Apr 1984	Cost Contract - No Fee
52.219-8	Oct 2000	Utilization of Small Business Concerns (Over \$100,000)
52.219-9	Jan 2002	Small Business Subcontracting Plan (Over \$500,000)
52.219-16	Jan 1999	Liquidated Damages - Subcontracting Plan (Over \$500,000)
52.222-2	Jul 1990	Payment for Overtime Premium (Over \$100,000) (Note: The dollar amount in paragraph (a) of this clause is \$0 unless otherwise specified in the contract.)
52.222-3	Jun 2003	Convict Labor
52.222-26	Apr 2002	Equal Opportunity
52.222-35	Dec 2001	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-36	Jun 1998	Affirmative Action for Workers with Disabilities
52.222-37	Dec 2001	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.223-6	May 2001	Drug-Free Workplace
52.223-14	Aug 2003	Toxic Chemical Release Reporting (Over \$100,000)
52.225-1	Jun 2003	Buy American Act - Supplies
52.225-13	Jan 2004	Restrictions on Certain Foreign Purchases
52.227-1	Jul 1995	Authorization and Consent, Alternate I (Apr 1984)
52.227-2	Aug 1996	Notice and Assistance Regarding Patent and Copyright Infringement (Over \$100,000)
52.227-11	Jun 1997	Patent Rights - Retention by the Contractor (Short Form) (Note: In accordance with FAR 27.303(a)(2), paragraph (f) is modified to include the requirements in FAR 27.303(a)(2)(i) through (iv). The frequency of reporting in (i) is annual.
52.227-14	Jun 1987	Rights in Data - General
52.232-9	Apr 1984	Limitation on Withholding of Payments
52.232-20	Apr 1984	Limitation of Cost
52.232-23	Jan 1986	Assignment of Claims

52.232-25	Oct 2003	Prompt Payment, Alternate I (Feb 2002)
52.232-33	Oct 2003	Payment by Electronic Funds Transfer--Central Contractor Registration
52.233-1	Jul 2002	Disputes
52.233-3	Aug 1996	Protest After Award, Alternate I (Jun 1985)
52.242-1	Apr 1984	Notice of Intent to Disallow Costs
52.242-3	May 2001	Penalties for Unallowable Costs (Over \$500,000)
52.242-4	Jan 1997	Certification of Final Indirect Costs
52.242-13	Jul 1995	Bankruptcy (Over \$100,000)
52.243-2	Aug 1987	Changes - Cost Reimbursement, Alternate V (Apr 1984)
52.244-2	Aug 1998	Subcontracts, Alternate II (Aug 1998) *If written consent to subcontract is required, the identified subcontracts are listed in ARTICLE B, Advance Understandings.
52.244-5	Dec 1996	Competition in Subcontracting (Over \$100,000)
52.245-5	Jun 2003	Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contract), Alternate I (Jul 1985)
52.246-23	Feb 1997	Limitation of Liability (Over \$100,000)
52.249-5	Sep 1996	Termination for the Convenience of the Government (Educational and Other Nonprofit Institutions)
52.253-1	Jan 1991	Computer Generated Forms

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR)
(48 CFR CHAPTER 3) CLAUSES

HHSAR		
<u>CLAUSE</u>		
<u>NO.</u>	<u>DATE</u>	<u>TITLE</u>
352.202-1	Jan 2001	Definitions - with Alternate paragraph (h) (Jan 2001)
352.216-72	Oct 1990	Additional Cost Principles
352.228-7	Dec 1991	Insurance - Liability to Third Persons
352.232-9	Apr 1984	Withholding of Contract Payments
352.233-70	Apr 1984	Litigation and Claims
352.242-71	Apr 1984	Final Decisions on Audit Findings
352.249-14	Apr 1984	Excusable Delays
352.270-5	Apr 1984	Key Personnel
352.270-6	Jul 1991	Publications and Publicity

[End of GENERAL CLAUSES FOR A NEGOTIATED COST-REIMBURSEMENT CONTRACT WITH NONPROFIT ORGANIZATIONS OTHER THAN EDUCATION INSTITUTIONS - Rev. 01/2004].

ARTICLE I.2. AUTHORIZED SUBSTITUTIONS OF CLAUSES

Any authorized substitutions and/or modifications other than the General Clauses which will be based on the type of contract/Contractor will be determined during negotiations.

It is expected that the following clause(s) will be made part of the resultant contract:

ALTERNATE II (OCTOBER 2001) of FAR Clause 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN (JANUARY 2002) is added.

FAR Clause 52.232-20, LIMITATION OF COST, is deleted in its entirety and FAR Clause 52.232-22, LIMITATION OF FUNDS (APRIL 1984) is substituted therefor. **Note: When this contract is fully funded, FAR Clause 52.232-22, LIMITATION OF FUNDS will no longer apply and FAR Clause 52.232-20, LIMITATION OF COST will become applicable.**

ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES

Additional clauses other than those listed below which are based on the type of contract/Contractor shall be determined during negotiations. Any contract awarded from this solicitation will contain the following:

This contract incorporates the following clauses by reference, (unless otherwise noted), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

(1) FAR 52.217-9, Option to Extend the Term of the Contract (MARCH 2000).

"(a) The Government may extend the term of this contract by written notice to the Contractor within the timelines identified in Attachment 1, the Statement of Work; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years."

(2) FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JANUARY 1999).

"(c) Waiver of evaluation preference.....

[] Offeror elects to waive the evaluation preference."

(3) FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003).

"(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except--..."

(4) FAR 52.227-14, Rights in Data - General (JUNE 1987).

(5) Alternate I (JUNE 1987), FAR 52.227-14, Rights in Data--General (JUNE 1987).

(6) Alternate II (JUNE 1987), FAR 52.227-14, Rights in Data--General (JUNE 1987).

Paragraph (g)(2) is modified to add items listed in FAR 27.404(d)(1)(i), (ii), and (iii).

(7) Alternate V (JUNE 1987), FAR 52.227-14, Rights in Data--General (JUNE 1987).

Specific data items that are not subject to paragraph (j) include: None.

(8) FAR 52.230-2, Cost Accounting Standards (APRIL 1998).

(9) FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices (APRIL 1998).

(10) FAR 52.230-6, Administration of Cost Accounting Standards (NOVEMBER 1999).

(11) FAR 52.242-3, Penalties for Unallowable Costs (MAY 2001).

(12) FAR 52.251-1, Government Supply Sources (APRIL 1984).

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CHAPTER 3) CLAUSES:

(1) HHSAR 352.223-70, Safety and Health (JANUARY 2001). [This clause is provided in full text in SECTION J - ATTACHMENTS.]

(2) HHSAR 352.224-70, Confidentiality of Information (APRIL 1984).

(3) HHSARS 352.270-9, Care of Live Vertebrate Animals (JANUARY 2001).

c. NATIONAL INSTITUTES OF HEALTH (NIH) RESEARCH CONTRACTING (RC) CLAUSES:

The following clauses are attached and made a part of this contract:

(1) NIH (RC)-7, Procurement of Certain Equipment (APRIL 1984) (OMB Bulletin 81-16).

ARTICLE I.4. ADDITIONAL FAR CONTRACT CLAUSES INCLUDED IN FULL TEXT

Additional clauses other than those listed below which are based on the type of contract/Contractor shall be determined during negotiations. Any contract awarded from this solicitation will contain the following:
This contract incorporates the following clauses in full text.

FEDERAL ACQUISITION REGULATION (FAR)(48 CFR CHAPTER 1) CLAUSES:

IF ANY CONTRACT IS AWARDED USING THE LETTER OF CREDIT PAYMENT MECHANISM, THE FOLLOWING CLAUSE WOULD APPLY:

a. **ALTERNATE V, ADVANCE PAYMENT WITHOUT SPECIAL ACCOUNT (MAY 2001), ALTERNATE II (MAY 2001), and ALTERNATE IV (APRIL 1984), of FAR Clause 52.232-12, ADVANCE PAYMENTS (MAY 2001).**

(a) *Requirements for payment.* Advance payments will be made under this contract (1) upon submission of properly certified invoices or vouchers by the contractor, and approval by the administering office, National Institute of Environmental Health Sciences, or (2) under a letter of credit. The amount of the invoice or voucher submitted plus all advance payments previously approved shall not exceed \$ _____. If a letter of credit is used, the Contractor shall withdraw cash only when needed for disbursements acceptable under this contract and report cash disbursements and balances as required by the administering office. The Contractor shall apply terms similar to this clause to any advance payments to subcontractors.

(b) *Use of funds.* The Contractor may use advance payment funds only to pay for properly allocable, allowable, and reasonable costs for direct materials, direct labor, and indirect costs. Determinations of whether costs are properly allocable, allowable, and reasonable shall be in accordance with generally accepted accounting principles, subject to any applicable subparts of Part 31 of the Federal Acquisition Regulation.

(c) *Repayment to the Government.* At any time, the Contractor may repay all or any part of the funds advanced by the Government. Whenever requested in writing to do so by the administering office, the Contractor shall repay to the Government any part of unliquidated advance payments considered by the administering office to exceed the Contractor's current requirements or the amount specified in paragraph (a) of this clause.

(d) *Maximum payment.* When the sum of all unliquidated advance payments, unpaid interest charges, and other payments equal the total estimated cost of \$ _____ (not including fixed-fee, if any) for the work under this contract, the Government shall withhold further payments to the Contractor. Upon completion or termination of the contract, the Government shall deduct from the amount due to the Contractor all unliquidated advance payments and interest charges payable. The Contractor shall pay any deficiency to the Government upon demand. For purposes of this paragraph, the estimated cost shall be considered to be the stated estimated cost, less any subsequent reductions of the estimated cost, plus any increases in the estimated costs that do not, in the aggregate, exceed \$ _____ [Insert an amount not higher than 10 percent of the stated estimated cost inserted in this paragraph]. The estimated cost shall include, without limitation, any reimbursable cost (as estimated by the Contracting Officer) incident to a termination for the convenience of the Government. Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.

(e) *Interest.* No interest shall be charged to the prime Contractor for advance payments except for interest charged during a period of default. The terms of this paragraph concerning interest charges for advance payments shall not apply to the prime Contractor.

- (1) The Contractor shall pay interest to the Government on the daily unliquidated advance payments at the daily rate specified in subparagraph (e)(3) below. Interest shall be computed at the end of each calendar month for the actual number of days involved. For the purpose of computing the interest charge, the following shall be observed:

- (i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check.
 - (ii) Repayments by Contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer.
 - (iii) Liquidations by deductions from payments to the Contractor shall be considered as decreasing the unliquidated balance as of the dates on which the Contractor presents to the Contracting Officer full and accurate data for the preparation of each voucher. Credits resulting from these deductions shall be made upon the approval of the reimbursement vouchers by the Disbursing Officer, based upon the Contracting Officer's certification of the applicable dates.
- (2) Interest charges resulting from the monthly computation shall be deducted from any payments on account of the fixed-fee due to the Contractor. If the accrued interest exceeds the payment due, any excess interest shall be carried forward and deducted from subsequent payments of the contract price or fixed-fee. Interest carried forward shall not be compounded. Interest on advance payments shall cease to accrue upon (i) satisfactory completion or (ii) termination of the contract for the convenience of the Government. The Contractor shall charge interest on advance payments to subcontractors in the manner described above and credit the interest to the Government. Interest need not be charged on advance payments to nonprofit educational or research subcontractors for experimental, developmental, or research work.
 - (3) If interest is required under the contract, the Contracting Officer shall determine a daily interest rate based on the rate established by the Secretary of the Treasury under Pub. L. 92-41 (50 U.S.C. App., 1215(b)(2)). The Contracting Officer shall revise the daily interest rate during the contract period in keeping with any changes in the cited interest rate.
 - (4) If the full amount of interest charged under this paragraph has not been paid by deduction or otherwise upon completion or termination of this contract, the Contractor shall pay the remaining interest to the Government on demand.

b. **FAR Clause 52.244-6, SUBCONTRACTS FOR COMMERCIAL ITEMS (APRIL 2003)**

- (a) **Definitions.** As used in this clause--

Commercial item, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
 - (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000

(\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

1. Statement of Work for Studies to Evaluate the Toxicologic and Carcinogenic Potential of Cell Phone Radio Frequency Radiation
2. Specifications for the Conduct of Studies to Evaluate the Toxic and Carcinogenic Potential of Chemical, Biological, and Physical Agents in Laboratory Animals for the National Toxicology Program, revised September 2000
3. Background Information --
Background Document on Health Effects of Cell Phone Radio Frequency Radiation (NIEHS)
NTP-Sponsored Studies of Field Uniformity in Reverberation Chambers
NTP-Sponsored Studies of Numerical Dosimetry in Reverberation Chambers (IT'IS Foundation)
4. Invoice/Financing Request Instructions for NIH Cost-Reimbursement Type Contracts, NIH(RC)-1 ⁴, May, 1997, 4 pages.
5. Financial Report of Individual Project/Contract, NIH 2706⁴, May, 1997, 1 page.
6. Instructions for Completing Form NIH 2706 ⁴, May, 1997, 3 pages.
7. Subcontract Plan Format ² or ³, March, 2003, 8 pages.
8. Safety and Health, HHSAR Clause 352.223-70 ⁴, January, 2001, 1 page.
9. Procurement of Certain Equipment, NIH(RC)-7 (OMB Bulletin 81-16) ⁴, April, 1984, 1 page.
10. Disclosure of Lobbying Activities, OMB Form SF-LLL ², December, 1989, 3 pages.
11. Proposal Summary and Data Record, NIH-2043 (Rev. 6/82) ², June., 1982, 2 pages.
12. Contact Points ², July, 1991, 1 page.
13. Technical Proposal Cost Information ¹, December, 1988, 1 page.
14. Breakdown of Proposed Estimated Cost (plus fee) and Labor Hours ², September, 1992, 2 pages.
15. Summary of Related Activities ¹, March, 1984, 1 page.
16. Proposal Intent Response Sheet ⁵, March, 1984, 1 page.
17. Government Notice for Handling Proposals ¹, January, 2001, 1 page.
18. Project Objectives, NIH 1688-1 ¹, September, 2002, 1 page.
19. Packaging and Delivery of Proposal, 1 page.

Footnotes:

1. These forms must be completed (where applicable) and submitted with the Technical Proposal.
2. These forms must be completed (where applicable) and submitted with the Business Proposal.
3. These forms are for informational purposes only.
4. These forms will be attached to any contract resulting from this RFP.
5. Complete this form as soon as possible and return as indicated on the form.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Representations, Certifications, and Other Statements of Offerors or Quoters (Negotiated).

1. REPRESENTATIONS AND CERTIFICATIONS

The Representations and Certifications required by this particular acquisition can be accessed electronically from the INTERNET at the following URL:

<http://rcb.cancer.gov/rcb-internet/forms/rcneg.pdf>

If you are unable to access this document electronically, you may request a copy from the Contracting Officer identified on the cover page of this solicitation.

IF YOU INTEND TO SUBMIT A PROPOSAL, YOU MUST COMPLETE THE REPRESENTATIONS AND CERTIFICATIONS AND SUBMIT THEM AS PART OF YOUR BUSINESS PROPOSAL.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

1. GENERAL INFORMATION

a. INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION [FAR Clause 52.215-1 (May 2001)]

(a) *Definitions.* As used in this provision--

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing", "writing", or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;**
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);**
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;**
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and**
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.**

- (3) *Submission, modification, revision, and withdrawal of proposals.*
- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
 - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
 - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) *Restriction on disclosure and use of data.* (1) The proposal submitted in response to this request may contain data (trade secrets; business data, e.g., commercial information, financial information, and cost and pricing data; and technical data) which the offeror, including its prospective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and disclosure of any data may be so restricted; provided, that the Government determines that the data is not required to be disclosed under the Freedom of Information Act, 5 U.S.C. 552, as amended, and the offeror marks the cover sheet of the proposal with the following legend, specifying the particular portions of the proposal which are to be restricted in accordance with the conditions of the legend. The Government's determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under the Freedom of Information Act. The legend reads:

Unless disclosure is required by the Freedom of Information Act, 5 U.S.C. 552, as amended, (the Act) as determined by Freedom of Information (FOI) officials of the Department of Health and Human Services, data contained in the portions of this proposal which have been specifically identified by page number, paragraph, etc. by the offeror as containing restricted information shall not be used or disclosed except for evaluation purposes.

The offeror acknowledges that the Department may not be able to withhold a record (data, document, etc.) nor deny access to a record requested pursuant to the Act and that the Department's FOI officials must make that determination. The offeror hereby agrees that the Government is not liable for disclosure if the Department has determined that disclosure is required by the Act.

If a contract is awarded to the offeror as a result of, or in connection with, the submission of this proposal, the Government shall have right to use or disclose the data to the extent provided in the contract. Proposals not resulting in a contract remain subject to the Act.

The offeror also agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to requests under the Act. The data subject to this restriction are contained in pages (insert page numbers, paragraph designations, etc. or other identification).

- (2) In addition, the offeror should mark each page of data it wishes to restrict with the following statement:

“Use or disclosure of data contained on this page is subject to the restriction on the cover sheet of this proposal or quotation.”

- (3) Offerors are cautioned that proposals submitted with restrictive legends or statements differing in substance from the above legend may not be considered for award. The Government reserves the right to reject any proposal submitted with a nonconforming legend.

(f) *Contract award.*

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

Alternate I (October 1997). As prescribed in 15.209(a)(1), substitute the following paragraph (f)(4) for paragraph (f)(4) of the basic provision:

- (f) (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

b. NAICS CODE AND SIZE STANDARD

Note: The following information is to be used by the offeror in preparing its Representations and Certifications (See Section K of this RFP), specifically in completing the provision entitled, SMALL BUSINESS PROGRAM REPRESENTATION, FAR Clause 52.219-1.

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 541710.
- (2) The small business size standard is 500 employees.

THIS REQUIREMENT IS NOT SET-ASIDE FOR SMALL BUSINESS. However, the Federal Acquisition Regulation (FAR) requires in EVERY solicitation, (except for foreign acquisitions) the inclusion of the North American Industry Classification (NAICS) Code and corresponding size standard which best describes the nature of the requirement in the solicitation.

c. NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS

In accordance with FAR Clause 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, incorporated in Section I.3., offerors will be evaluated by adding a factor of 10 percent to the price of all offers, except offers from small disadvantaged business concerns that have not waived the adjustment. (Note: A listing of other offerors who are excepted and will not have this evaluation factor added to their offer may be found in subparagraph (b) of FAR Clause 52.219-23.

A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of FAR Clause 52.219-23 do not apply to offerors that waive the adjustment.

AN OFFEROR WHO ELECTS TO WAIVE THIS EVALUATION ADJUSTMENT MUST SPECIFICALLY INDICATE WITH A STATEMENT TO THIS EFFECT ON THE COVER PAGE OF ITS BUSINESS PROPOSAL.

d. TYPE OF CONTRACT AND NUMBER OF AWARD(S)

It is anticipated that One Award will be made from this solicitation and that the award will be made on/about October 31, 2004.

It is anticipated that the award from this solicitation will be a multiple-year cost reimbursement type contract completion with a period of performance of 8 months for the base contract and 5 years for the base contract and all options, and that incremental funding will be used [see Section L.2.c. Business Proposal Instructions].

e. ESTIMATE OF EFFORT

It is expected that a completion type contract will be awarded as a result of this RFP. To assist you in the preparation of your proposal, the Government considers the effort to be approximately 6,050 labor hours for the base contract and 107,020 labor hours for all options. This information is furnished for the offeror's information only and is not to be considered restrictive for proposal purposes.

f. COMMITMENT OF PUBLIC FUNDS

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement. Any other commitment, either explicit or implied, is invalid.

g. COMMUNICATIONS PRIOR TO CONTRACT AWARD

Offerors shall direct all communications to the attention of the Contract Specialist or Contracting Officer cited on the face page of this RFP. Communications with other officials may compromise the competitiveness of this acquisition and result in cancellation of the requirement.

h. RELEASE OF INFORMATION

Contract selection and award information will be disclosed to offerors in accordance with regulations applicable to negotiated acquisition. Prompt written notice will be given to unsuccessful offerors as they are eliminated from the competition, and to all offerors following award.

i. COMPARATIVE IMPORTANCE OF PROPOSALS

You are advised that paramount consideration shall be given to the evaluation of technical proposals. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. The relative importance of the evaluation factors are specified in SECTION M of this solicitation. However, the Government reserves the right to make an award to the best advantage of the Government, cost and other factors considered.

j. **PREPARATION COSTS**

This RFP does not commit the Government to pay for the preparation and submission of a proposal.

k. **SERVICE OF PROTEST (AUGUST 1996) - FAR 52.233-2**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer
Research Contracts Branch
National Institute of Environmental Health Sciences, NIH
79 T.W. Alexander Drive, 4401 Research Commons Building
P.O. Box 12874
Research Triangle Park, North Carolina 27709

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

l. **LATE PROPOSALS AND REVISIONS, HHSAR 352.215-70**

Notwithstanding the procedures contained in FAR 52.215-1(c)(3) of the provision of this solicitation entitled Instructions to Offerors-Competitive Acquisition, a proposal received after the date specified for receipt may be considered if it offers significant cost or technical advantages to the Government; and it was received before proposals were distributed for evaluation, or within five calendar days after the exact time specified for receipt, whichever is earlier.

(End of provision)

2. INSTRUCTIONS TO OFFERORS

a. **GENERAL INSTRUCTIONS**

INTRODUCTION

The following instructions will establish the acceptable minimum requirements for the format and contents of proposals. Special attention is directed to the requirements for technical and business proposals to be submitted in accordance with these instructions.

(1) Contract Type and General Clauses

It is contemplated that a cost-reimbursement completion type contract will be awarded. (See General Information) Any resultant contract shall include the clauses applicable to the selected offeror's organization and type of contract awarded as required by Public Law, Executive Order, or acquisition regulations in effect at the time of execution of the proposed contract.

(2) Authorized Official and Submission of Proposal

The proposal must be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all the terms and conditions of this RFP. Your proposal shall be submitted in the number of copies, to the addresses, and marked as indicated in the Attachment entitled, PACKAGING AND DELIVERY OF PROPOSAL, Part III, Section J hereof. Proposals will be typewritten, paginated, reproduced on letter size paper and will be legible in all required copies. To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order:

I. COVER PAGE

Include RFP title, number, name of organization, identification of the proposal part, and indicate whether the proposal is an original or a copy.

II. TECHNICAL PROPOSAL

It is recommended that the technical proposal consist of a cover page, a table of contents, and the information requested in the Technical Proposal Instructions and as specified in SECTION J, List of Attachments.

III. BUSINESS PROPOSAL

It is recommended that the business proposal consist of a cover page, a table of contents, and the information requested in the Business Proposal Instructions and as specified in SECTION J, List of Attachments.

(3) Proposal Summary and Data Record (NIH-2043)

The Offeror must complete the Form NIH-2043, attached, with particular attention to the length of time the proposal is firm and the designation of those personnel authorized to conduct negotiations. (See Section J, Attachment entitled, PROPOSAL SUMMARY AND DATA RECORD.)

(4) Separation of Technical and Business Proposals

The proposal must be prepared in two parts: a "Technical Proposal" and a "Business Proposal." Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal must include direct cost and resources information, such as labor-hours and categories and applicable rates, materials, subcontracts, travel, etc., and associated costs so that the offeror's understanding of the project may be evaluated (See Attachment entitled, TECHNICAL PROPOSAL COST INFORMATION/SUMMARY OF LABOR AND DIRECT COSTS). **In the TECHNICAL PROPOSAL SUMMARY OF DIRECT COSTS, labor hours for each Phase must be broken down sufficiently to allow evaluation of the adequacy of effort proposed for each discipline area. For each Phase, labor hours are to be broken down by each individual proposed with name and function identified.** However, the technical proposal should **not** include pricing data relating to individual salary information, indirect cost rates or amounts, fee amounts (if any), and total costs. The technical proposal should disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions.

(5) Alternate Proposals

You may, at your discretion, submit alternate proposals, or proposals which deviate from the requirements; provided, that you also submit a proposal for performance of the work as specified in the statement of work. Such proposals may be considered if overall performance would be improved or not compromised and if they are in the best interests of the Government. Alternative proposals, or deviations from any requirements of this RFP, shall be clearly identified.

(6) Evaluation of Proposals

The Government will evaluate technical proposals in accordance with the criteria set forth in Part IV, Section M of this RFP.

(7) Potential Award Without Discussions

The Government reserves the right to award a contract without discussions if the Contracting Officer determines that the initial prices are fair and reasonable and that discussions are not necessary.

(8) Use of the Metric System of Measurement

It is the policy of the Department of Health and Human Services to support the Federal transition to the metric system and to use the metric system of measurement in all procurement, grants, and other business related activities unless such use is impracticable or is likely to cause significant inefficiencies.

The offeror is encouraged to prepare their proposal using either "Hard Metric," "Soft Metric," or "Dual Systems" of measurement. The following definitions are provided for your information:

Hard Metric - The replacement of a standard inch-pound size with an accepted metric size for a particular purpose. An example of size substitution might be: selling or packaging liquids by the liter instead of by the pint or quart (as for soft drinks), or instead of by the gallon (as for gasoline).

Soft Metric - The result of a mathematical conversion of inch-pound measurements to metric equivalents for a particular purpose. The physical characteristics are not changed.

Dual Systems - The use of both inch-pound and metric systems. For example, an item is designed, produced, and described in inch-pound values with soft metric values also shown for information or comparison purposes.

(9) Care of Live Vertebrate Animals

- a. The following notice is applicable when contract performance is expected to involve care of live vertebrate animals:

Notice to Offerors of Requirement for Adequate Assurance of Protection of Vertebrate Animal Subjects - (SEPTEMBER 1985)

The Public Health Service (PHS) Policy on Human Care and Use of Laboratory Animals establishes a number of requirements for research activities involving animals. Before a PHS award may be made to an applicant organization, the organization shall file, with the Office of Extramural Research (OER), Office of Laboratory Animal Welfare (OLAW), National Institutes of Health (NIH), PHS, a written Animal Welfare Assurance which commits the organization to comply with the provisions of the PHS Policy on Humane Care and Use of Laboratory Animals

by Awardee Institutions, the Animal Welfare Act, and the Guide for the Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animal Resources. In accordance with the PHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions, applicant organizations must establish a committee, qualified through the experience and expertise of its members, to oversee the institution's animal program, facilities and procedures. No PHS award involving the use of animals shall be made unless the Animal Welfare Assurance has been approved by OER, OLAW. Prior to award, the Contracting Officer will notify Contractor(s) selected for projects that involve live vertebrate animals that an Animal Welfare Assurance is required. The Contracting Officer will request that OER, OLAW negotiate an acceptable Animal Welfare Assurance with those Contractor(s). For further information, OER, OLAW, may be contacted at Rockledge Center I - Suite 1050, 6705 Rockledge Drive, Bethesda, MD 20817, (301) 496-7163, ext 234. FAX copies of the PHS Policy are available at (301) 402-2803. This policy is also available on the internet at <http://www.grants.nih.gov/grants/olaw/olaw.htm>.

b. The following information must be included in the offerors technical proposal:

- identification of the species and approximate number of animals to be used;
- rationale for involving animals, and for the appropriateness of the species and numbers used;
- a complete description of the proposed use of the animals;
- a description of procedures designed to assure that discomfort and injury to animals will be limited to that which is unavoidable in the conduct of scientifically valuable research, and that analgesic, anesthetic, and tranquilizing drugs will be used where indicated and appropriate to minimize discomfort and pain to animals; and
- a description of any euthanasia method to be used.

c. If an Animal Assurance is already in place, the offeror's proposal shall include:

- The Animal Welfare Assurance number.
- The date last certified by OLAW. (i.e. assurance letter from OLAW)
- Evidence of recent AAALAC Accreditation.

(10) Obtaining and Disseminating Biomedical Research Resources

As a public sponsor of biomedical research, the National Institutes of Health (NIH) has a dual interest in accelerating scientific discovery and facilitating product development. Intellectual property restrictions can stifle the broad dissemination of new discoveries and limit future avenues of research and product development. At the same time, reasonable restrictions on the dissemination of research tools are sometimes necessary to protect legitimate proprietary interests and to preserve incentives for commercial development. To assist NIH contractors achieve an appropriate balance, the NIH has provided guidance in the form of a two-part document, consisting of Principles setting forth the fundamental concepts and Guidelines that provide specific information to patent and license professionals and sponsored research administrators for implementation.

The purpose of these Principles and Guidelines is to assist NIH funding recipients in determining: 1) Reasonable terms and conditions for making NIH-funded research resources available to scientists in other institutions in the public and private sectors (disseminating research tools); and 2) Restrictions to

accept as a conditions of receiving access to research tools for use in NIH-funded research (acquiring research tools). The intent is to help recipients ensure that the conditions they impose and accept on the transfer of research tools will facilitate further biomedical research, consistent with the requirements of the Bayh-Dole Act and NIH funding policy.

This policy, entitled, "Sharing Biomedical Research Resources: Principles and Guidelines for Recipients of NIH Research Grants and Contracts," (Federal Register Notice, December 23, 1999 [64 FR 72090] will be included in any contract awarded from this solicitation. It can be found at the following website: <http://ott.od.nih.gov/NewPages/64FR72090.pdf>.

(11) Sharing Research Data

The NIH endorses the sharing of final research data to expedite the translation of research results into knowledge, products, and procedures to improve human health. This contract is expected to generate research data. Therefore, the offeror must submit a plan for data sharing or state why data sharing is not possible. If data sharing is limited, the offeror should explain such limitations in its data sharing plan. NIH's data sharing policy may be found at the following Web site:

<http://grants.nih.gov/grants/guide/notice-files/NOT-OD-03-032.html>

If the resultant contract is part of a collaborative program involving multiple sites, the data sharing will be governed by a dissemination plan to be developed jointly following award. Offerors must include in their proposals a statement of willingness to work collaboratively after award with the other funded sites to prepare a joint dissemination plan. Coordinating Center proposals should describe methods to coordinate the dissemination planning and implementation. The Coordinating Center must include a budget and justification for any additional costs of this collaborative effort.

(12) Selection of Offerors

- a) The acceptability of the scientific and technical portion of each research contract proposal will be evaluated by a technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
- b) The business portion of each contract proposal will be subjected to a cost and price analysis, management analysis, etc.
- c) If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposal (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.
- d) If the Government intends to conduct discussions prior to awarding a contract-
 - (1) Communications will be held with offerors whose past performance information is the determining factor preventing them from being placed within the competitive range. Such communications shall address adverse past performance information to which an offeror has not had a prior opportunity to respond. Also, communications may be held with any other offerors whose exclusion from, or inclusion in, the competitive range is uncertain.

Such communications shall not be used to cure proposal deficiencies or omissions that alter the technical or cost elements of the proposal, and/or otherwise revise the proposal, but may be considered in rating proposals for the purpose of establishing the competitive range.

- (2) The Contracting Officer will, in concert with program staff, decide which proposals are in the competitive range. The competitive range will be comprised of all of the most highly rated proposals. Oral or written discussions will be conducted with all offerors in the competitive range.

While it is the NIEHS policy to conduct discussions with all offerors in the competitive range, NIEHS reserves the right, in special circumstances, to limit the number of proposals included in the competitive range to the greatest number that will permit an efficient competition. All aspects of the proposals are subject to discussions, including cost, technical approach, past performance, and contractual terms and conditions. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a written Final Proposal Revision (FPR) with the reservation of the right to conduct finalization of details with the selected source in accordance with HHSAR 315.370.

- e) The process described in FAR 15.101-1 will be employed, which permits the Government to make tradeoffs among cost or price and non-cost factors and to consider award to other than the lowest price offeror or other than the highest technically rated offeror. This process will take into consideration the results of the technical evaluation, the past performance evaluation (if applicable) and the cost analysis.
- f) The NIEHS reserves the right to make a single award, multiple awards, or no award at all to the RFP. In addition, the RFP may be amended or canceled as necessary to meet NIEHS requirements. Synopses of awards exceeding \$25,000 will be published in the FedBizOpps.

(13) Small Business Subcontracting Plan

If the proposed contract exceeds a total estimated cost of \$500,000 for the entire period of performance, the apparent successful offeror shall be required to submit an acceptable subcontracting plan in accordance with the terms of the clause entitled "Small Business Subcontracting Plan," FAR Clause No. 52.219-9, incorporated herein by reference in the Solicitation, Attachment 7 to this RFP is an example of such a plan.

- a) THIS PROVISION DOES NOT APPLY TO SMALL BUSINESS CONCERNS.
- b) The term "subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for the performance of the original contract or subcontract. This includes, but is not limited to, agreements/purchase orders for supplies and services such as equipment purchase, copying services, and travel services.
- c) The offeror understands that:
 - (1) No contract will be awarded unless and until an acceptable plan is negotiated with the Contracting Officer which plan will be incorporated into the contract, as a material part thereof.

- (2) An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practicable opportunity for Small Businesses, Small Disadvantaged Businesses, Women-Owned Small businesses, HubZone Small Businesses, Veteran-Owned Small Businesses, and Service Disabled Veteran-Owned Small Businesses to participate in the performance of the contract.
 - (3) If a subcontracting plan acceptable to the Contracting Officer is not negotiated within the time limits prescribed by the contracting activity and such failure arises out of causes within the control and with the fault or negligence of the offeror, the offeror shall be ineligible for an award. The Contracting Officer shall notify the Contractor in writing of the reasons for determining a subcontracting plan unacceptable early enough in the negotiation process to allow the Contractor to modify the plan within the time limits prescribed.
 - (4) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
 - (5) It is the offeror's responsibility to develop a satisfactory subcontracting plan with respect to Small Business Concerns, Small Disadvantaged Business Concerns, Women-Owned Small Business Concerns, HubZone Small Business Concerns, Veteran-Owned Small Business Concerns, and Service Disabled Veteran-Owned Small Business Concerns that each such aspect of the offeror's plan will be judged independent of the other.
 - (6) The offeror will submit, as required by the Contracting Officer, subcontracting reports in accordance with the instructions thereon, and as further directed by the Contracting Officer. Subcontractors will also submit these reports to the Government's Contracting Officer or as otherwise directed, with a copy to the prime Contractor's designated small and disadvantaged business liaison.
- d) Each plan must contain the following:
- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Business Concerns as subcontractors.
 - (2) A statement of total dollars planned to be subcontracted. A statement of total dollars to be subcontracted to each of the following type of small business concerns: Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Businesses.
 - (3) A description of the principal types of supplies and services to be subcontracted with an identification of which supplies and services are expected to be subcontracted to Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and/or Service Disabled Veteran-Owned Small Business Concerns.
 - (4) A description of the method used to develop the subcontracting goals.
 - (5) A description of the method used to identify potential sources for solicitation purposes.
 - (6) A statement as to whether or not indirect costs were included in establishing subcontracting goals. If they were, a description of the method used to determine the proportionate share of indirect costs to be incurred with Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Businesses.

- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program and a description of his/her duties.
- (8) A description of the efforts the offeror will make to assure that Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Businesses have an equitable chance to compete for subcontracts.
- (9) Assurances that the offeror will include in all subcontracts the contract clause "Utilization of Small Business Concerns." Assure that all subcontractors, other than small businesses, in excess of \$500,000 adopt a plan similar to the plan agreed upon by the offeror.
- (10) Assurances that the offeror (and any required subcontractors) will cooperate in studies or surveys as required and submit required reports (SF 294 and SF 295) to the Government.
- (11) List the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirement and goals in the plan, including establishing source lists. Also, the offeror shall describe its efforts to locate Small, Small Disadvantaged, Women-Owned, HUBZone, Veteran-Owned, and Service Disabled Veteran-Owned Small Businesses and award subcontracts to them.

For additional information about each of the above elements required to be contained the subcontracting plan, see FAR Clause 52.219-9, Small Business Subcontracting Plan, and the Sample Subcontracting Plan which is provided as an attachment to this RFP in SECTION J.

HHS expects each procuring activity to establish minimum subcontracting goals for all procurements. The anticipated minimum goals for this RFP are as follows:

30.32% for Small Business; 11.12% for Small Disadvantaged Business; 5.05% for Women-Owned Small Business; 3.03% for HUBZone Small Business; 5.56 for 8(a) Business; and, 3% for Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business.

(14) HUBZone Small Business Concerns

Small Business offerors located in underutilized business zones, called "HUBZones," will be evaluated in accordance with FAR Clause 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS, which is incorporated by reference in ARTICLE I.3. of this solicitation. Qualified HUBZone firms are identified in the Small Business Administration website at <http://www.sba.gov/hubzone>.

(15) Extent of Small Disadvantaged Business Participation

In accordance with FAR Subpart 15.304(c)(4), the extent of participation of Small Disadvantaged Business (SDB) concerns in performance of the contract in the authorized NAICS Subsectors shall be evaluated in unrestricted competitive acquisitions expected to exceed \$500,000 (\$1,000,000 for construction) subject to certain limitations (see FAR 19.1202-1 and 19.1202-2(b)). The dollar amounts cited above include any option years/option quantities that may be included in this solicitation. The definition of a "small disadvantaged business" is cited in FAR 19.001.

The factor entitled "Extent of Small Disadvantaged Business Participation" as set forth under the Evaluation Criteria in Section M shall be used for evaluation purposes. Credit under this evaluation factor is not available to SDB concerns that receive a Price Evaluation Adjustment (PEA) under FAR

19.11. Therefore, an SDB will be evaluated on this factor only if that SDB concern waives the PEA. **Waiver of the price evaluation adjustment shall be clearly stated in the proposal.**

The Department of Commerce determines, on an annual basis, by Subsectors, as contained in the North American Industry Classification System (NAICS) code, and region, if any, the authorized SDB procurement mechanisms and applicable factors (percentages). The NAICS codes can be found at:

<http://www.sba.gov/size>

The Department of Commerce website for the annual determination is:

<http://www.arinet.gov/References/sdbadjustments.htm> .

Offerors shall include with their offers, SDB targets, expressed as dollars and percentages of total contract value, in each of the applicable, authorized NAICS Subsector(s). The applicable authorized NAICS Subsector(s) for this project is (are) identified elsewhere in this RFP. A total target for SDB participation by the prime contractor, that includes any joint ventures and team members, shall be provided as well as a total target for SDB participation by subcontractors. In addition, offerors must provide information that describes their plans for meeting the targets set forth in their proposal. **This information shall be provided in one clearly marked section of the Business Proposal, which shall describe the extent of participation of SDB concerns in the performance of the contract.**

If the evaluation factor in this solicitation includes an SDB evaluation factor or subfactor that considers the extent to which SDB concerns are specifically identified, the SDB concerns considered in the evaluation shall be listed in any resultant contract. Offerors should note that addressing the extent of small disadvantaged business participation **is not in any way intended to be a substitute** for submission of the subcontracting plan, if it is required by this solicitation. An example of the type of information that might be given (in addition to the narrative describing the plan for meeting the targets) follows:

EXAMPLE

Targets for SDB Participation - NAICS Subsector 223

	SDB Percentage of Total Contract Value	SDB Dollars
Total Contract Value- \$1,000,000	25%	\$250,000
SDB Participation by Prime (Includes joint venture partners and team arrangements)*	10%	\$100,000
SDB Participation by subcontractors	15%	\$150,000

*Note: FAR Subpart 9.6 defines "Contractor team arrangements" to include two or more companies forming a partnership or joint venture to act as a potential prime contractor, or a potential prime contractor who agrees with one or more companies to have them act as its subcontractors on a specific contract or acquisition program. For purposes of evaluation of the SDB participation factor, FAR 19.1202-4 requires that SDB joint ventures and teaming arrangements at the prime level be presented separately from SDB participation by subcontractors.

(16) Reimbursement of Costs for Independent Research and Development Projects (Commercial Organizations Only)

The primary purpose of the Public Health Service (PHS) is to support and advance independent research within the scientific community. This support is provided in the form of contracts and grants totaling approximately 7 billion dollars annually. PHS has established effective, time tested and well recognized and accepted procedures for stimulating and supporting this independent research by selecting from multitudes of proposals those research projects most worthy of support within the constraints of its appropriations. The reimbursement of independent research and development costs not incidental to product improvement, through the indirect cost mechanism, would circumvent this competitive process.

To ensure that all research and development projects receive similar and equal consideration, all offerors may compete for direct funding for independent research and development projects they consider worthy of support by submitting those projects to the appropriate Public Health Service grant and/or contract office for review. Since these projects may be submitted for direct funding, the successful offeror agrees that no costs for any independent research and development project, including applicable indirect costs, will be claimed under any contract resulting from this solicitation.

(17) Salary Rate Limitation in Fiscal Year 2004

Offerors are advised that pursuant to P.L. 108-199, no NIH Fiscal Year 2004 (October 1, 2003 - September 30, 2004) funds may be used to pay the direct annual salary of an individual through any contract awarded as a result of this solicitation at a rate in excess of the Executive Schedule, Level I* (direct salary is exclusive of Overhead, Fringe Benefits, and General and Administrative expenses (also referred to as "indirect cost" or "facilities and administrative (F&A) costs"). Direct salary has the same meaning as the term "institutional base salary." An individual's direct salary (or institutional base salary) is the annual compensation that the contractor pays for an individual's appointment whether that individual's time is spent on research, teaching, patient care or other activities. Direct salary (or institutional base salary) excludes any income that an individual may be permitted to earn outside of duties to the contractor.

This does not preclude the offeror from absorbing that portion of an employee's annual salary (plus the dollar amount for fringe benefits and associated indirect costs) that exceeds a rate of the Executive Schedule, Level I*. The salary rate limitation set by P.L. 108-199 applies only to Fiscal Year 2004 funds, however, salary rate ceilings for subsequent years may be included in future DHHS appropriation acts. Multi-year contracts awarded pursuant to this solicitation may be subject to unilateral modifications by the Government if an individual's annual salary exceeds any salary rate ceiling established in future appropriations acts. The Executive Schedule, Level I* annual salary rate limit also applies to individuals proposed under subcontracts, however it does not apply to consultants. P.L. 108-199 states in pertinent part:

"None of the funds appropriated in this Act for the National Institutes of Health, the Agency for Healthcare Research and Quality, and the Substance Abuse, and Mental Health Services Administration shall be used to pay the salary of an individual through a grant or extramural mechanism at a rate in excess of Executive Level I.*"

***LINK TO EXECUTIVE SCHEDULE SALARIES:**
<http://www.opm.gov/oca/PAYRATES/index.htm>

(18) Institutional Responsibility Regarding Conflicting Interests of Investigators

EACH INSTITUTION MUST:

- (a) Maintain an appropriate written, enforced policy on conflict of interest that complies with 42 CFR Part 50 Subpart F and/or 45 CFR Part 94 as appropriate and inform each investigator of the Institution's policy, the Investigator's reporting responsibilities, and the applicable regulations. If the Institution carries out the NIH funded research through subgrantees, contractors or collaborators, the Institution must take reasonable steps to ensure that Investigators working for such entities comply with the regulations, either by requiring those investigators to comply with the Institution's policy or by requiring the entities to provide assurances to the Institution that will enable the Institution to comply with the regulations.
- (b) Designate an Institutional official(s) to solicit and review financial disclosure statements from each Investigator who is planning to participate in NIH-funded research.
- (c) Require that by the time an application/proposal is submitted to the NIH each investigator who is planning to participate in the NIH-funded research has submitted to the designated official(s) a listing of his/her known Significant Financial Interests (and those of his/her spouse and dependent children): (i) that would reasonably appear to be affected by the research for which the NIH funding is sought; and (ii) in entities whose financial interests would reasonably appear to be affected by the research. All financial disclosures must be updated during the period of the award, either on an annual basis or as new reportable Significant Financial Interests are obtained.
- (d) Provide guidelines consistent with the regulations for the designated official(s) to identify conflicting interests and take such actions as necessary to ensure that such conflicting interests will be managed, reduced, or eliminated.
- (e) Maintain records, identifiable to each award, of all financial disclosures and all actions taken by the institution with respect to each conflicting interest for: (1) in the case of grants, at least three years from the date of submission of the final expenditures report or, where applicable, from other dates specified in 45 CFR Part 74.53(b) and (2) in the case of contracts, 3 years after final payment or, where applicable, for the other time period specified in 48 CFR Part 4 Subpart 4.7, Contract Records Retention.
- (f) Establish adequate enforcement mechanisms and provide for sanctions where appropriate.
- (g) Certify, in each application/proposal for funding to which the regulations applies, that:
 - 1) there is in effect at the Institution a written and enforced administrative process to identify and manage, reduce or eliminate conflicting interests with respect to all research projects for which funding is sought from the NIH;
 - 2) prior to the Institution's expenditure of any funds under the award, the Institution will report to the awarding component the existence of a conflicting interest (but not the nature of the interest or other details) found by the Institution and assure that the interest has been managed, reduced or eliminated in accord with the regulations; and for any interest that the Institution identifies as conflicting subsequent to the expenditure of funds after award, the report will be made and the conflicting interest managed, reduced, or eliminated, at least on a temporary basis within sixty days of that identification;

- 3) the Institution agrees to make information available, upon request, to the awarding component regarding all conflicting interests identified by the Institution and how those interested have been managed, reduced, or eliminated to protect the research from bias; and
- 4) the Institution will otherwise comply with the regulations.

Institutional Management of Conflicting Interests

- (a) The designated official(s) must: (1) review all financial disclosures; and (2) determine whether conflict of interest exists, and if so, determine what actions should be taken by the Institution to manage, reduce or eliminate such conflict of interest. **A conflict of interest exists when the designated official(s) reasonably determines that a Significant Financial Interest could directly and significantly affect the design, conduct, or reporting of the NIH-funded research.**

Examples of conditions or restrictions that might be imposed to manage actual or potential conflicts of interests include, but are not limited to:

- (i) public disclosure of significant financial interests;
 - (ii) monitoring of research by independent reviewers;
 - (iii) modification of the research plan;
 - (iv) disqualification of the Investigator(s) from participation in all or a portion of the research funded by the awarding component;
 - (v) divestiture of significant financial interests; or
 - (vi) severance of relationships that create actual or potential conflicts of interests.
- (b) An Institution may require the management of other conflicting financial interests in addition to those described in paragraph (a) of this section, as the Institution deems appropriate.

(19) Past Performance Information

- a) Offerors shall submit the following information as part of their [business/technical] proposal.

A list of the last five contracts completed during the past three years and all contracts currently in process that are similar in nature to the solicitation workscope. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments and commercial concerns. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel.

Include the following information for each contract or subcontract:

1. Name of Contracting Organization
2. Contract Number (for subcontracts, provide the prime contract number and the subcontract number)
3. Contract Type
4. Total Contract Value
5. Description of Requirement
6. Contracting Officer's Name and Telephone Number
7. Program Manager's Name and Telephone Number
8. Standard Industrial Code

The offeror shall submit comparable information on all subcontractors that the offeror proposes to perform a major subcontract under this effort. For the purpose of this solicitation, a "major subcontract" is defined as one that exceeds \$500,000.

The offeror may provide information on problems encountered on the identified contracts and the offeror's corrective actions.

- b) Each offeror will be evaluated on its performance under existing and prior contracts for similar products or services. The Government is not required to contact all references provided by the offeror. Also, references other than those identified by the offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the offeror's past performance.

(20) Solicitation Provisions Incorporated by Reference, FAR 52.252-1 (February 1998)

This Solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far/>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

- a) Facilities Capital Cost of Money, FAR Clause 52.215-16, (October 1997).
- b) Order of Precedence-Uniform Contract Format, FAR Clause 52.215-8, (October 1997).
- c) Preaward On-Site Equal Opportunity Compliance Evaluation, (Over \$10,000,000), FAR Clause 52.222-24, (February 1999).

b. TECHNICAL PROPOSAL INSTRUCTIONS

A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. Your technical approach should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate your understanding and management of important events or tasks.

(1) Technical Discussions

The technical discussion included in the technical proposal should respond to the items set forth below:

a) Project Objectives, NIH-1688-1

The offeror shall insert a completed NIH Form 1688-1, Project Objective, as provided in Section J, Attachments, behind the Title Page of each copy of the proposal, along with the "Government Notice for Handling Proposals." The NIH Form 1688-1 is to be completed as follows:

- For an **Institution of Higher Education**: The form MUST be completed in its entirety.

- For **OTHER** than an Institution of Higher Education: The starred items (Department, Service, Laboratory or Equivalent, and Major Subdivision) should be left blank.

The information required under the "Summary of Objectives" portion of the form **MUST** meet the requirements set forth in the section of the form entitled, "**INSTRUCTIONS:**"

b) **Statement of Work**

(1) Objectives

State the overall objectives and the specific accomplishments you hope to achieve. Indicate the rationale for your plan, and relation to comparable work in progress elsewhere. Review pertinent work already published which is relevant to this project and your proposed approach. This should support the scope of the project as you perceive it.

(2) Approach

Use as many subparagraphs, appropriately titled, as needed to clearly outline the general plan of work. Discuss phasing of research and, if appropriate, include experimental design and possible or probable outcome of approaches proposed.

(3) Methods

Describe in detail the methodologies you will use for the project, indicating your level of experience with each, areas of anticipated difficulties, and any unusual expenses you anticipate.

(4) Schedule

Provide a schedule for completion of the work and delivery of items specified in the statement of work. Performance or delivery schedules shall be indicated for phases or segments, as applicable, as well as for the overall program. Schedules shall be shown in terms of calendar months from the date of authorization to proceed or, where applicable, from the date of a stated event, as for example, receipt of a required approval by the Contracting Officer. Unless the request for proposal indicates that the stipulated schedules are mandatory, they shall be treated as desired or recommended schedules. In this event, proposals based upon the offeror's best alternative schedule, involving no overtime, extra shift or other premium, will be accepted for consideration.

c) **Personnel**

Offerors are advised that core staff involved in toxicologic research must be in place by the date of proposal submission. The Principal Investigator, Toxicologist, Engineer/Exposure Specialist, Veterinarian, Health and Safety Officer, and Quality Assurance Unit Officer shall be employees of the contract laboratory (i.e., not consultants or subcontractors). The daily interaction and constant coordination of efforts needed amongst these discipline areas throughout the in-life portion of the studies makes it critical that they be physically and organizationally together. Consultants and/or subcontractors may be used to help set up and validate the exposure and monitoring systems and to perform some of the studies.

Describe the experience and qualifications of personnel who will be assigned for direct work on this program. Information is required which will show the composition of the task or work

group, its general qualifications, and recent experience with similar equipment or programs. Special mention shall be made of direct technical supervisors and key technical personnel, and the approximate percentage of the total time each will be available for this program.

OFFERORS SHOULD ASSURE THAT THE PRINCIPAL INVESTIGATOR, AND ALL OTHER PERSONNEL PROPOSED, SHALL NOT BE COMMITTED ON FEDERAL GRANTS AND CONTRACTS FOR MORE THAN A TOTAL OF 100% OF THEIR TIME. IF THE SITUATION ARISES WHERE IT IS DETERMINED THAT A PROPOSED EMPLOYEE IS COMMITTED FOR MORE THAN 100% OF HIS OR HER TIME, THE GOVERNMENT WILL REQUIRE ACTION ON THE PART OF THE OFFEROR TO CORRECT THE TIME COMMITMENT.

(1) Principal Investigator/Project Director

List the name of the Principal Investigator/Project Director responsible for overall implementation of the contract and key contact for technical aspects of the project. Even though there may be co-investigators, identify the Principal Investigator/Project Director who will be responsible for the overall implementation of any awarded contract. Discuss the qualifications, experience, and accomplishments of the Principal Investigator/Project Director. State the estimated time to be spent on the project, his/her proposed duties, and the areas or phases for which he/she will be responsible.

(2) Other Investigators

List all other investigators/professional personnel who will be participating in the project. Discuss the qualifications, experience, and accomplishments. State the estimated time each will spend on the project, proposed duties on the project, and the areas or phases for which each will be responsible.

(3) Additional Personnel

List names, titles, and proposed duties of additional personnel, if any, who will be required for full-time employment, or on a subcontract or consultant basis. The technical areas, character, and extent of subcontract or consultant activity will be indicated and the anticipated sources will be specified and qualified. For all proposed personnel who are not currently members of the offeror's staff, a letter of commitment or other evidence of availability is required. A resume does not meet this requirement. Commitment letters for use of consultants and other personnel to be hired must include:

- The specific items or expertise they will provide.
- Their availability to the project and the amount of time anticipated.
- Willingness to act as a consultant.
- How rights to publications and patents will be handled.

(4) Resumes

Resumes of all key personnel are required. Each must indicate educational background, recent experience, specific or technical accomplishments, and a listing of relevant publications.

(d) Facilities

OFFERORS ARE ADVISED THAT IF THEY WISH TO RECEIVE AN AWARD THEY SHALL HAVE A WORKING LABORATORY IN PLACE BY THE DATE OF PROPOSAL SUBMISSION. A WORKING LABORATORY MEANS THAT THE FACILITY HAS IN PLACE ESSENTIAL FEATURES NECESSARY TO CONDUCT GLP STUDIES ON CHRONIC TOXICITY/CARCINOGENICITY OF ENVIRONMENTAL AGENTS IN LARGE GROUPS OF RATS AND MICE (E.G. ENVIRONMENTALLY CONTROLLED ANIMAL ROOMS, NECROPSY ROOM, HISTOLOGY LABORATORIES, QUALITY ASSESSMENT GROUP, ETC.) AND EXPERTISE AND STAFF TO CARE FOR AND PROCESS LARGE NUMBERS OF ANIMALS (E.G. RF EXPOSURE ENGINEERS, TOXICOLOGISTS, PATHOLOGISTS, VETERINARIAN, ANIMAL CARE TECHNICIANS, PROSECTORS, HISTOLOGISTS, ETC.). SPECIFICATIONS FOR THE FACILITIES ARE SET FORTH IN SECTION II.A. OF ATTACHMENT 2.

Laboratory equipment and facilities shall be furnished by the contract laboratory as specified in the NTP "Specifications for the Conduct of Studies to Evaluate the Toxic and Carcinogenic Potential of Chemical, Biological, and Physical Agents in Laboratory Animals for the National Toxicology Program (NTP)", dated September, 2000. Details may be found in Specifications - Sections II.A., II.B., II.C., II.D., II.E., II.G and II.H.

Offerors should submit a floor plan of the space available for all aspects of the work to be performed. Include evidence to indicate that the facilities will permit performance of the work at the proposed capacity and within the indicated time restrictions. Indicate work areas and equipment to be provided exclusively for this project as well as areas to be shared with other projects.

(2) **Technical Evaluation**

Proposals will be technically evaluated in accordance with the factors, weights, and order of relative importance as described in the Technical Evaluation Criteria (Section M.d., hereof).

(3) **Additional Technical Proposal Information**

- a) Proposals which merely offer to conduct a program in accordance with the requirements of the Government's scope of work will not be eligible for award. The offeror must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.
- b) The technical evaluation is conducted in accordance with the weighted technical evaluation criteria by an initial review panel. This evaluation produces a numerical score (points) which is based upon the information contained in the offeror's proposal only.

(4) **Other Considerations**

Record and discuss specific factors not included elsewhere which support your proposal. Using specifically titled subparagraphs, items may include:

- a) Any agreements and/or arrangements with subcontractor(s). Provide as much detail as necessary to explain how the statement of work will be accomplished within this working relationship. **Note that the following individuals must be prime contract employees not**

subcontractor(s) or consultant(s): The Principal Investigator, Toxicologist, Engineer/Exposure Specialist, Veterinarian, Health and Safety Officer, and Quality Assurance Unit Officer.

- b) Unique arrangements, equipment, etc., which none or very few organizations are likely to have which is advantageous for effective implementation of this project.
- c) Equipment and unusual operating procedures established to protect personnel from hazards associated with this project.
- d) Other factors you feel are important and support your proposed research.
- e) Recommendations for changing reporting requirements if such changes would be more compatible with the offeror's proposed schedules.

(5) Information Technology Systems Security

(a) Sensitivity and Security Level Designations.

The Statement of Work (SOW) requires the successful offeror to develop or access a Federal Automated Information System (AIS). Based upon the security guidelines contained in the *Department of Health and Human Services (DHHS) Automated Information Systems Security Program (AISSP) Handbook*, the Government has determined that the following apply:

(1) Category of Safeguarded Information

The safeguarded agency information that the successful offeror will develop or access is categorized as:

☒ Non Sensitive Information
☐ Sensitive Information
☐ Classified Information:
☐ Confidential ☐ Secret ☐ Top Secret ☐ Special Access

(2) Security Level Designations

<http://www.cit.nih.gov/security-policies.html>

The information that the successful offeror will develop or access is designated as follows:

Level 1 applies to the sensitivity of the data.

Level 1 applies to the operational criticality of the data.

The overall Security Level designation for this requirement is **Level 1**.

(3) Position Sensitivity Designations

Prior to award, the Government will determine the position sensitivity designation for each contractor employee that the successful offeror proposes to work under the contract. For proposal preparation purposes, the following designations apply:

☐ **Level 6C: Sensitive - High Risk (Requires Suitability Determination with a BI).**

Contractor employees assigned to a Level 6C position are subject to a Background Investigation (BI).

- [] **Level 5C: Sensitive - Moderate Risk (Requires Suitability Determination with NACIC).**
Contractor employees assigned to a Level 5C position with no previous investigation and approval shall undergo a National Agency Check and Inquiry Investigation plus a Credit Check (NACIC), or possibly a Limited Background Investigation (LBI).
- [] **Level 4C: Classified (Requires Special Access Clearance with an SSBI).**
Contractor employees assigned to a Level 4C position are subject to a Single Scope Background Investigation (SSBI).
- [] **Level 3C: Classified (Requires Top Secret Clearance with an SSBI).**
Contractor employees assigned to a Level 3C position are subject to a Single Scope Background Investigation (SSBI).
- [] **Level 2C: Classified (Requires Confidential or Secret Clearance with an LBI).**
Contractor employees assigned to a Level 2C position shall undergo a Limited Background Investigation (LBI).
- [X] **Level 1C: Non Sensitive (Requires Suitability Determination with an NACI).**
Contractor employees assigned to a Level 1C position are subject to a National Agency Check and Inquiry Investigation (NACI).

Contractor employees who have met investigative requirements within the past five years may only require an updated or upgraded investigation.

(b) **Information Technology (IT) System Security Program**

The offeror's proposal must:

- (1) Include a detailed outline (commensurate with the size and complexity of the requirements of the SOW) of its present and proposed IT systems security program;
- (2) Demonstrate that it complies with the AISSP security requirements, the Computer Security Act of 1987; Office of Management and Budget (OMB) Circular A-130, Appendix III, "Security of Federal Automated Information Systems;" and the DHHS AISSP Handbook.

At a minimum, the offeror's proposed information technology systems security program must address the minimum requirements of a **Security Level** * identified in the DHHS AISSP Handbook, [Exhibit III-A, Matrix of Minimum Security Safeguards](#).

- (3) Include an acknowledgment of its understanding of the security requirements.
- (4) Provide similar information for any proposed subcontractor developing or accessing an AIS.

(c) **Required Training for IT Systems Security**

DHHS policy requires that contractors receive security training commensurate with their responsibilities for performing work under the terms and conditions of their contractual agreements.

The successful offeror will be responsible for assuring that each contractor employee has completed the following NIH Computer Security Awareness Training course prior to performing any contract work: <http://irtsectraining.nih.gov/>. The contractor will be required to maintain a listing of all individuals who have completed this training and submit this listing to the Government.

Additional security training requirements commensurate with the position may be required as defined in OMB Circular A-130 or NIST Special Publication 800-16, "Information Technology Security Training Requirements." These documents provide information about IT security training that may be useful to potential offerors.

(d) **References**

The following documents are electronically accessible:

- (1) OMB Circular A-130, Appendix III: <http://csrc.ncsl.nist.gov/secplcy/a130app3.txt>
- (2) DHHS AISSP Handbook: <http://irm.cit.nih.gov/policy/aissp.html>
- (3) DHHS Personnel Security/Suitability Handbook:
<http://www.hhs.gov/ohr/manual/pssh.pdf>
- (4) NIH Applications/Systems Security Template:
<http://cit.nih.gov/security/secplantemp.html>
- (5) NIST Special Publication 800-16, "Information Technology Security Training Requirements:" <http://csrc.nist.gov/publications/nistpubs/800-16/800-16.pdf>
- (6) NIH CIT-Policies, Guidelines and Regulations:
Table 1 - Categories of Safeguarded Agency Information:
<http://irm.cit.nih.gov/security/table1.htm>

Table 2 - Security Level Designations for Agency Information:
<http://irm.cit.nih.gov/security/table2.htm>

Table 3 - Positions Sensitivity Designations for Individuals Accessing Agency Information:
<http://irm.cit.nih.gov/security/table3.htm>

c. **BUSINESS PROPOSAL INSTRUCTIONS**

1. **Basic Cost/Price Information**

The business proposal must contain sufficient information to allow the Government to perform a basic analysis of the proposed cost or price of the work. This information shall include the amounts of the basic elements of the proposed cost or price. These elements will include, as applicable, direct labor, fringe benefits, travel, materials, subcontracts, purchased parts, shipping, indirect costs and rate, fee, and profit.

2. **Proposal Cover Sheet**

The following information shall be provided on the first page of your pricing proposal:

- a. Solicitation, contract, and/or modification number;
- b. Name and address of Offeror;
- c. Name and telephone number of point of contact;
- d. Name, address, and telephone number of Contract Administration Office, (if available);
- e. Name, address, and telephone number of Audit Office (if available);

- f. Proposed cost and/or price; profit or fee (as applicable); and total;
- g. The following statement: By submitting this proposal, the offeror, if selected for discussions, grants the contracting officer or an authorized representative the right to examine, at any time before award, any of those books, records, documents, or other records directly pertinent to the information requested or submitted.
- h. Date of submission; and
- i. Name, title and signature of authorized representative.

This cover sheet information is for use by offerors to submit information to the Government when cost or pricing data are not required but information to help establish price reasonableness or cost realism is necessary. Such information is not considered cost or pricing data, and shall not be certified in accordance with FAR 15.406-2.

3. Cost and Pricing Data

a. General Instructions

(1) You must provide the following information on the first page of your pricing proposal:

- (a) Solicitation, contract, and/or modification number;
 - (b) Name and address of offeror;
 - (c) Name and telephone number of point of contact;
 - (d) Name of contract administration office (if available);
 - (e) Type of contract action (that is, new contract, change order, price revision/redetermination, letter contract, unpriced order, or other);
 - (f) Proposed cost; profit or fee; and total;
 - (g) Whether you will require the use of Government property in the performance of the contract, and, if so, what property;
 - (h) Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS, and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;
 - (i) The following statement: This proposal reflects our estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.403-5(b)(1) and Table 15-2. By submitting this proposal, we grant the Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price;
 - (j) Date of submission; and
 - (k) Name, title and signature of authorized representative.
- B. In submitting your proposal, you must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, you must annotate any future additions and/or revisions, up to the date of agreement on price, or an earlier date agreed upon by the parties, on a supplemental index.

- C. As part of the specific information required, you must submit, with your proposal, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined at FAR 15.401). You must clearly identify on your cover sheet that cost or pricing data are included as part of the proposal. In addition, you must submit with your proposal any information reasonably required to explain your estimating process, including--
 - (1) The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and
 - (2) The nature and amount of any contingencies included in the proposed price.
 - D. You must show the relationship between contract line item prices and the total contract price. You must attach cost-element breakdowns for each proposed line item, using the appropriate format prescribed in the "Formats for Submission of Line Item Summaries" section of this table. You must furnish supporting breakdowns for each cost element, consistent with your cost accounting system.
 - E. When more than one contract line item is proposed, you must also provide summary total amounts covering all line items for each element of cost.
 - F. Whenever you have incurred costs for work performed before submission of a proposal, you must identify those costs in your cost/price proposal.
 - G. If you have reached an agreement with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature.
 - H. As soon as practicable after final agreement on price or an earlier date agreed to by the parties, but before the award resulting from the proposal, you must, under the conditions stated in FAR 15.406-2, submit a Certificate of Current Cost or Pricing Data.
2. **Cost Elements**

Depending on your system, you must provide breakdowns for the following basic cost elements, as applicable:

- A. **Materials and services.** Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price. Conduct price analyses of all subcontractor proposals. Conduct cost analyses for all subcontracts when cost or pricing data are submitted by the subcontractor. Include these analyses as part of your own cost or pricing data submissions for subcontracts expected to exceed the appropriate threshold in FAR 15.403-4. Submit the subcontractor cost or pricing data as part of your own cost or pricing data as required in paragraph 2.A(2) of this table. These requirements also apply to all subcontractors if required to submit cost or pricing data.
 - (1) *Adequate Price Competition.* Provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding, or expected to exceed, the appropriate threshold set forth at FAR 15.403-4 priced on the basis of adequate price competition. For interorganizational transfers priced at other than the

cost of comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see FAR 31.205-26(e)).

- (2) *All Other.* Obtain cost or pricing data from prospective sources for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding the threshold set forth in FAR 15.403-4 and not otherwise exempt, in accordance with FAR 15.403-1(b) (i.e., adequate price competition, commercial items, prices set by law or regulation or waiver). Also provide data showing the basis for establishing source and reasonableness of price. In addition, provide a summary of your cost analysis and a copy of cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order that is the lower of either \$10,000,000 or more, or both more than the pertinent cost or pricing data threshold and more than 10 percent of the prime contractor's proposed price. The Contracting Officer may require you to submit cost or pricing data in support of proposals in lower amounts. Subcontractor cost or pricing data must be accurate, complete and current as of the date of final price agreement, or an earlier date agreed upon by the parties, given on the prime contractor's Certificate of Current Cost or Pricing Data. The prime contractor is responsible for updating a prospective subcontractor's data. For standard commercial items fabricated by the offeror that are generally stocked in inventory, provide a separate cost breakdown, if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of cost elements. Analyze the cost or pricing data and submit the results of your analysis of the prospective source's proposal. When submission of a prospective source's cost or pricing data is required as described in this paragraph, it must be included along with your own cost or pricing data submission, as part of your own cost or pricing data. You must also submit any other cost or pricing data obtained from a subcontractor, either actually or by specific identification, along with the results of any analysis performed on that data.
- B. **Direct Labor.** Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.
- C. **Indirect Costs.** Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.
- D. **Other Costs.** List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.
- E. **Royalties.** If royalties exceed \$1,500, you must provide the following information on a separate page for each separate royalty or license fee:
 - (1) Name and address of licensor.
 - (2) Date of license agreement.
 - (3) Patent numbers.
 - (4) Patent application serial numbers, or other basis on which the royalty is payable.
 - (5) Brief description (including any part or model numbers of each contract item or component on which the royalty is payable).
 - (6) Percentage or dollar rate of royalty per unit.

- (7) Unit price of contract item.
- (8) Number of units.
- (9) Total dollar amount of royalties.
- (10) If specifically requested by the Contracting Officer, a copy of the current license agreement and identification of applicable claims of specific patents (see FAR 27.204 and 31.205-37).

F. **Facilities Capital Cost of Money.** When you elect to claim facilities capital cost of money as an allowable cost, you must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

3. **Formats for Submission of Line Item Summaries**

The detailed breakdown shall be in the format as shown on the form **Breakdown of Proposed Estimated Cost (plus fee) and Labor Hours** (Section J, List of Attachments). For each separate cost estimate, the offeror must furnish a breakdown by cost element as indicated above. In addition, summary total amounts shall be furnished. In the event the RFP cites specific line items, by number, a cost breakdown for each line item must be furnished.

- 4. There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later information comes into your possession, it should be submitted promptly to the Contracting Officer in a manner that clearly shows how the information relates to the offeror's price proposal. The requirement for submission of cost or pricing data continues up to the time of agreement on price, or an earlier date agreed upon between the parties if applicable.
- 5. By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine records that formed the basis for the pricing proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual information (regardless of form or whether the information is specifically referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the proposed price.

4. **Requirements for Cost or Pricing Data or Information Other than Cost and Pricing Data [FAR Clause 52.215-20 (October 1997)]**

(a) Exceptions from cost or pricing data.

- (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.
 - (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

- (ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--
 - (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
 - (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
 - (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.
- (b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:
 - (1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
 - (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

Alternate I (October 1997). As prescribed in 15.408(l), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision:

- (b) (1) The offeror shall submit cost or pricing data and supporting attachments in the following format:

The format specified in paragraph L.2.c.(4) Cost and Pricing Data, subparagraph 3. Formats for Submission of Line Item Summaries shall be used for the submission cost information. Submission of all other cost or pricing data shall be in accordance with Table 15-2 in FAR 15.408.

Total Compensation Plan - Instructions

- a) Total compensation (salary and fringe benefits) of professional employees under service contracts may, in some cases, be lowered by recompetition of these contracts. Lowering of compensation can be detrimental in obtaining the necessary quality of professional services needed for adequate performance of service contracts. It is, therefore, in the best interest of the Government that professional employees, as defined in 29 CFR Part 541, be properly compensated in these contracts. All offerors [included in the competitive range will be required to/as a part of their business proposal] will submit a "Total Compensation Plan" (salaries and fringe benefits) for these professional employees for evaluation purposes.
- b) The Government will evaluate the Total Compensation Plan to ensure that this compensation reflects a sound management approach and an understanding of the requirements to be performed. It will include an assessment of the offeror's ability to provide uninterrupted work of high quality. The total compensation proposed will be evaluated in terms of enhancing recruitment and retention of personnel and its realism and consistency with a total plan for compensation (both salaries and fringe benefits).
- c) Evaluation for award, therefore, will include an assessment of the Total Compensation Plan submitted by each offeror.

5. Total Compensation Plan - Evaluation

a) Total Compensation Plan (Professional Employees)

In establishing compensation levels for professional employees, the total compensation (both salaries and fringe benefits) proposed shall reflect a clear understanding of the requirements of the work to be accomplished and the suitability of the proposed compensation structure to obtain and retain qualified personnel to meet mission objectives. The salary rates or ranges must recognize the distinct differences in professional skills and the complexity of varied disciplines as well as job difficulty. Proposals offering total compensation levels less than currently being paid by the predecessor Contractor for the same work will be evaluated, in addition to the above, on the basis of maintaining program continuity, uninterrupted work of high quality, and availability of required competent professional employees. Offerors are cautioned that instances of lowered compensation for essentially the same professional work may be considered a lack of sound management judgment in addition to indicating a lack of understanding of the requirement.

b) Cost (Professional Compensation)

Proposals which are unrealistically low or do not reflect a reasonable relationship of compensation to the professional job categories so as to impair the Contractor's ability to recruit and retain competent professional employees, may be viewed as reflecting a failure to comprehend the complexity of the contract requirements. The Government is concerned with the quality and stability of the work force to be employed on this contract. The compensation data required will be used in evaluation of the offeror's understanding of the contract requirements.

c) Other (Labor Relations)

An assessment of the potential for adverse effect upon performance and maintenance of the required number of professional employees with requisite skills resulting from an unrealistically low compensation structure will also be made.

d) **Federal Acquisition Regulation Clauses incorporated by Reference**

FAR Clause 52.222-46, Evaluation of Compensation for Professional Employees (FEBRUARY 1993).

6. **Qualifications of the Offeror**

You are requested to submit a summary of your "General Experience, Organizational Experience Related to this RFP, Performance History and Pertinent Contracts."

a) **General Experience**

General experience is defined as general background, experience and qualifications of the offeror. A discussion of proposed facilities which can be devoted to the project may be appropriate.

b) **Organizational Experience Related to the RFP**

Organizational experience is defined as the accomplishment of work, either past or on-going, which is comparable or related to the effort required by this RFP. This includes overall offeror or corporate experience, **but not** the experience and/or past performance of individuals who are proposed as personnel involved with the Statement of Work in this RFP.

c) **Performance History**

Performance history is defined as meeting contract objectives within delivery and cost schedules on efforts, either past or on-going, which is comparable or related to the effort required by this RFP.

d) **Pertinent Contracts**

Pertinent contracts are defined as a listing of each related contract completed within the last three years or currently in process. The listing should include: 1) the contract number; 2) contracting agency; 3) contract dollar value; 4) dates contract began and ended (or ends); 5) description of contract work; 6) explanation of relevance of work to this RFP; 7) actual delivery and cost performance versus delivery and cost agreed to in the contract(s). For award fee contracts, separately state in dollars the base fee and award fee available and the award fee actually received. The same type of organizational experience and past performance data should be submitted.

e) **Pertinent Grants**

List grants supported by the Government that involved similar or related work to that called for in this RFP. Include the grant number, involved agency, names of the grant specialist and the Science Administrator, identification of the work, and when performed.

You are cautioned that omission or an inadequate or inaccurate response to this very important RFP requirement could have a negative effect on the overall selection process. Experience and past performance are factors which are relevant to the ability of the offerors to perform and are considered in the source selection process.

7. Other Administrative Data

a) Property

- (1) It is DHHS policy that Contractors will provide all equipment and facilities necessary for performance of contracts. Exception may be granted to furnish Government-owned property, or to authorize purchase with contract funds, only when approved by the Contracting Officer. If the offeror is proposing that the Government provide any equipment, other than that specified under Government Furnished Property in the RFP, the proposal must include comprehensive justification which includes:
 - (a) An explanation that the item is for a special use essential to the direct performance of the contract and the item will be used exclusively for the purpose. Office equipment such as desks, office machines, etc., will not be provided under a contract except under very exceptional circumstances.
 - (b) No practical or economical alternative exists (e.g., rental, capital investment) that can be used to perform the work.
- (2) The offeror shall identify Government-owned property in its possession and/or Contractor titled property acquired from Federal funds, which it proposes to use in the performance of the prospective contract.
- (3) The management and control of any Government property shall be in accordance with DHHS Publication (OS) 686 entitled, "Contractor's Guide for Control of Government Property (1990)," a copy of which will be provided upon request.

8. Submission of Electronic Funds Transfer Information with Offer, FAR Clause 52.232-38, (May 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

9. **Financial Capacity**

The offeror shall indicate if it has the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source.

10. **Incremental Funding**

An incrementally funded cost-reimbursement contract is a contract in which the total work effort is to be performed over a multiple year period and funds are allotted, as they become available, to cover discernible phases or increments of performance. The incremental funding technique allows for contracts to be awarded for periods in excess of one year even though the total estimated amount of funds expected to be obligated for the contract are not available at the time of the contract award. If this requirement is specified elsewhere in this RFP, the offeror shall submit a cost proposal for each year. In addition, the following provisions are applicable:

HHSAR 352.232-75, Incremental Funding (January 2001)

- (a) It is the Government's intention to negotiate and award a contract using the incremental funding concepts described in the clause entitled Limitation of Funds. Under the clause, which will be included in the resultant contract, initial funds will be obligated under the contract to cover the first year of performance. Additional funds are intended to be allotted to the contract by contract modification, up to and including the full estimated cost of the contract, to accomplish the entire project. While it is the Government's intention to progressively fund this contract over the entire period of performance up to and including the full estimated cost, the Government will not be obligated to reimburse the Contractor for costs incurred in excess of the periodic allotments, nor will the Contractor be obligated to perform in excess of the amount allotted.
- (b) The Limitation of Funds clause to be included in the resultant contract shall supersede the Limitation of Cost clause found in the General Provisions.

(End of provision)

11. **Facilities Capital Cost of Money, FAR 52.215-16, (October 1997)**

(This is applicable if you are a commercial organization.)

- (a) Facilities capital cost of money [(see FAR 15.408(h)] will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.
- (b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of Provision)

If the offeror elects to claim this cost, the offeror shall specifically identify or propose it in the cost proposal for the contract by checking the appropriate box below.

- ☐ The prospective Contractor has specifically identified or proposed facilities capital cost of money in its cost proposal and elects to claim this cost as an allowable cost under the contract. Submit Form CASB-CMF (see FAR 31.205-10).
- ☐ The prospective Contractor has not specifically identified or proposed facilities capital cost of money in its proposal and elects not to claim it as an allowable cost under the contract.

12. Subcontractors

Note that the following individuals must be prime contract employees not subcontractor(s) or consultant(s): The Principal Investigator, Toxicologist, Chemist, Engineer/ Exposure Specialist, Veterinarian, Health and Safety Officer and Quality Assurance Unit Officer.

If subcontractors are proposed, please include a commitment letter from the subcontractor detailing:

- a) Willingness to perform as a subcontractor for specific duties (list duties).
- b) What priority the work will be given and how it will relate to other work.
- c) The amount of time and facilities available to this project.
- d) Information on their cognizant field audit offices.
- e) How rights to publications and patents are to be handled.
- f) A complete cost proposal in the same format as the offeror's cost proposal.

Note: Organizations that plan to enter into a subcontract with an educational concern under a contract awarded under this RFP should refer to the following Web Site for a listing of clauses that are required to be incorporated in Research & Development (R&D) subcontracts with educational institutions:

<http://ocm.od.nih.gov/contracts/rfps/FDP/FDPclausecover.htm>

A copy of the organization's most recent annual report must be submitted as part of the business proposal.

13. Representations and Certifications

One copy of the Representations and Certifications attached as Section K shall be completed and be signed by an official authorized to bind your organization. Additionally, a completed copy of the Representations and Certifications shall be submitted from any proposed subcontractor.

14. Travel Costs/Travel Policy

a) Travel Costs - Commercial

Costs for lodging, meals, and incidental expenses incurred by Contractor personnel shall be considered to be reasonable and allowable to the extent they do not exceed on a daily basis the per diem rates set forth in the Federal Travel Regulations, General Services Administration (GSA). Therefore, if travel costs are applicable and proposed by offerors, please be advised that they shall be calculated using the per diem rate schedule as established by GSA. Reimbursement

of travel costs under any contract awarded from this RFP shall be in accordance with FAR 31.205-46.

b) Travel Policy

One copy of the offeror's (and any proposed subcontractor's) written travel policy shall be included in the business proposal (original only). If an offeror (or any proposed subcontractor) does not have a written travel policy, the offeror shall so state.

15. SUBMISSION OF SEPARATE ITEMIZED COST BREAKDOWNS

OFFERORS MUST PROVIDE SEPARATE ITEMIZED COST BREAKDOWNS (BY COST ELEMENT), INCLUDING THE PROJECT PERIOD OF PERFORMANCE FOR THE FOLLOWING:

- (a) BY PHASE (i.e., PHASE 1 ACTIVITIES) FOR THE BASE CONTRACT WITH A COLUMN SHOWING THE TOTAL COST FOR THE BASE CONTRACT.**
- (b) FOR EACH OPTIONAL PHASE/STUDY WITH A COLUMN SHOWING THE TOTAL COSTS FOR ALL OPTIONS/PHASES. WHERE THE TIME PERIOD FOR AN OPTION/PHASE WILL EXCEED ONE YEAR, PLEASE ALSO PROVIDE A BREAKDOWN OF COSTS FOR THAT OPTION BY YEAR FOR INCREMENTAL FUNDING PURPOSES.**
- (c) A SUMMARY OF TOTAL COSTS FOR ALL OPTIONS.**
- (d) A SUMMARY OF TOTAL COSTS FOR THE BASE CONTRACT AND FOR ALL OPTIONS.**

SECTION M - EVALUATION FACTORS FOR AWARD

a. GENERAL

Selection of an offeror for contract award will be based on an evaluation of proposals against four factors. The factors in order of importance are: technical, cost, past performance and Small Disadvantaged Business (SDB) participation. Although technical factors are of paramount consideration in the award of the contract, past performance, cost/price and SDB participation are also important to the overall contract award decision. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. In any case, the Government reserves the right to make an award(s) to that offeror whose proposal provides the best overall value to the Government.

The evaluation will be based on the demonstrated capabilities of the prospective Contractors in relation to the needs of the project as set forth in the RFP. The merits of each proposal will be evaluated carefully. Each proposal must document the feasibility of successful implementation of the requirements of the RFP. Offerors must submit information sufficient to evaluate their proposals based on the detailed criteria listed below.

The offeror is to submit the following items as part of their technical proposals:

- *A functional organization chart for the project*
- *The Organization's Quality Management Plan*
- *Facility floor plans to include airflow direction and traffic flow of personnel and equipment through the facility proposed for use on these studies. All rooms are to be labeled as to use.*
- *A brief overview to demonstrate an understanding of the test agent, potential biological effects, and how this information relates to study design*
- *A milestone schedule of all activities for the project, including separate dates for sexes if staggered, and all reports/deliverables*
- *A table listing all RF monitoring activities and the number of times each of those activities will be performed throughout the course of the project*
- *Health and Safety Chemical Hygiene Plan (A General Facility Plan)*
- *A list of SOPs to be used in the management and technical conduct of these studies*
- *Relevant clinical pathology historical control data for all parameters required in these studies*

b. MANDATORY QUALIFICATION CRITERIA

Listed below are mandatory qualification criteria. The offeror shall include all information which documents and/or supports the qualification criteria in one clearly marked section of its proposal. The

offeror shall provide an index within its proposal which directs the reviewer(s) to the specific area(s) of the proposal that address a particular mandatory qualification.

The qualification criteria establishes conditions that must be met at the time of receipt of proposal(s) by the Contracting Officer in order for your proposal to be considered any further for award.

The Offeror shall have a working laboratory in place by the date of proposal submission. The Principal Investigator, Toxicologist, Engineer/Exposure Specialist, Veterinarian, Health and Safety Officer, and Quality Assurance Unit Officer shall be employees of the contract laboratory (i.e., not consultants or subcontractors). The daily interaction and constant coordination of efforts needed amongst these discipline areas throughout the in-life portion of the studies makes it critical that they be physically and organizationally together. Consultants and/or subcontractors may be used to help set up and validate the exposure and monitoring systems and to perform some of the studies.

c. EVALUATION OF OPTIONS

It is anticipated that any contract(s) awarded from this solicitation will contain option provision(s) and period(s).

In accordance with FAR Clause 52.217-5, Evaluation of Options. (July 1990), the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement, except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests. Evaluation of options will not obligate the Government to exercise the option(s).

d. TECHNICAL EVALUATION CRITERIA

The technical proposal will receive paramount consideration. The evaluation will be based on the demonstrated capabilities of the contractor in relation to the needs of the project as set forth in the RFP. The merits of the proposal will be evaluated carefully. The offeror must submit information sufficient to evaluate their proposal based on responsiveness to the RFP and the criteria listed below. These evaluation criteria will be used by the technical evaluation committee to evaluate the technical proposal. The criteria below are listed in the order of relative importance with weights assigned for evaluation purposes.

[MAXIMUM POINTS = 1000]

1	Generation and Monitoring of Radio Frequency Electromagnetic Fields	[300 points]
a.	Experience in designing systems for the generation and monitoring of radio frequency electromagnetic fields; adequacy of the detailed discussion of the methods to generate uniform GSM and CDMA modulated signals in reverberation chambers, characterize field uniformity, and monitor power levels based on targeted time average whole body specific absorption rates, including discussion of any special considerations or potential problems; adequacy of facility and equipment (200 points)	
b.	Experience and training of the proposed physicist/engineer and engineering technicians; discussion of specific duties and proposed effort on the project (100 points)	

2.	Study Management and Coordination	[150 points]
a.	Adequacy of proposed approach to project management, including a functional organization chart and experience relative to the project team, details of project scheduling and monitoring of progress, steps to encourage communication among	

	project staff, and financial monitoring; adequacy of the proposed schedule for each task within the project, including specific dates for all milestones and deliverables; if subcontracts/consultants are proposed, details for coordinating of those efforts. (100 points)	
b.	Training and experience of Principal Investigator in the conduct of toxicologic studies and in the management and coordination of multidisciplinary projects, including adequacy of the discussion of specific duties and responsibilities, and availability to the project; experience and training of the proposed data management staff (including TDMS and non-TDMS data); proposed procedures for day-to-day management including collection, coordination, review for completeness and accuracy, archiving, and submission to NTP; discussion of specific duties and proposed effort on the project. (50 points)	
3.	Conduct of Pathology Aspects	[150 points]
a.	Experience and adequacy of the discussion of the proposed approach and procedures for the conduct of pathology, including specific experience with rodents and evaluation of brain toxicity, and specific details of procedures to assure accuracy and quality. (75 points)	
b.	Experience and training of the proposed Pathologist(s), prosectors, histology technicians, including adequacy of the discussion of specific duties, and proposed effort on the project; adequacy and appropriateness of facility and equipment for pathology aspects. (75 points)	
4.	Conduct of Toxicology Aspects	[120 points]
a.	Demonstrated understanding of potential biological effects of radio frequency radiation and human exposure, and how this information relates to the study design and possible results; adequacy of the proposed approach for collection, review, and quality control of in-life data. (70 points)	
b.	Experience and training of the proposed Toxicologist and toxicology technicians, including adequacy of the discussion of specific duties and proposed effort on the project. (50 points)	
5.	Performance of Laboratory Animal Management	(120 points)
a.	Adequacy of the discussion of the proposed approach and procedures for laboratory animal management, including specific experience with animals housed in chambers and evaluations of body temperature. (70 points)	
b.	Experience and training of the proposed Veterinarian and animal care technicians, including adequacy of the discussion of specific duties, and proposed effort on the project; adequacy and appropriateness of facility and equipment for lab animal management, including floor plans. (50 points)	
6.	Performance of Clinical Laboratory Studies including Urinary Metabolites	(80 points)
a.	Proposed approach for conducting clinical laboratory studies, including historic control, proficiency and quality control data; detailed of the proposed approach and methods for	

	routine assays and assays specific to this project. (40 points)	
b.	Experience and training of the proposed professional and technical staff to conduct the clinical laboratory studies; including adequacy of the discussion of specific duties, and proposed effort on the project; adequacy and appropriateness of facility and equipment for the conduct of these studies. (40 points)	
7.	GLP Compliance and Quality Assurance	[40 points]
a.	Adequacy of the submitted documentation of compliance with GLP requirements and discussion of the proposed approach and procedures for quality assurance, including details of the operating procedures of the Quality Assurance Unit. (20 points)	
b.	Experience and training of the proposed Quality Assurance Office and support staff, including adequacy of the discussion of specific duties, and proposed effort on the project; adequacy and appropriateness of facility dedicated to quality assurance efforts. (20 points)	
8.	Health and Safety Aspects	[40 points]
a.	Adequacy of the discussion of the proposed approach and procedures for health and safety aspects, including personal protection procedures as they relate to radio frequency radiation; adequacy of the Health and Safety Plan. (20 points)	
b.	Experience in supporting toxicity studies and training of the proposed Health and Safety Officer and any support staff, including adequacy of the discussion of specific duties and proposed effort on the project; adequacy and appropriateness of facility for health and safety aspects, including floor plans. (20 points)	

e. PAST PERFORMANCE FACTOR

An evaluation of offerors' past performance information will be conducted prior to any communications with offerors leading to establishment of the competitive range. However, this evaluation will not be conducted on any offeror whose proposal will not be admitted to the competitive range on the basis of the results of the evaluation of factors other than past performance.

The evaluation will be based on information obtained from references provided by the offeror, other relevant past performance information obtained from other sources known to the Government, and any information supplied by the offeror concerning problems encountered on the identified contracts and corrective action taken.

The government will assess the relative risks associated with each offeror. Performance risks are those associated with an offeror's likelihood of success in performing the acquisition requirements as indicated by that offeror's record of past performance.

The assessment of performance risk is not intended to be a product of a mechanical or mathematical analysis of an offeror's performance on a list of contracts but rather the product of subjective judgement by the Government after it considers relevant information.

When assessing performance risks, the Government will focus on the past performance of the offeror as it relates to all acquisition requirements, such as the offeror's record of performing according to specifications, including standards of good workmanship; the offeror's record of controlling and forecasting costs; the

offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interest of the customer.

The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in the offeror's performance.

The lack of a relevant performance record may result in an unknown performance risk assessment, which will neither be used to the advantage nor disadvantage of the offeror.

f. EXTENT OF SMALL DISADVANTAGED BUSINESS PARTICIPATION

SDB participation will not be scored, but the Government's conclusions about overall commitment and realism of the offeror's SDB Participation targets will be used in determining the relative merits of the offeror's proposal and in selecting the offeror whose proposal is considered to offer the best value to the Government.

The extent of the offeror's Small Disadvantaged Business Participation Targets will be evaluated before determination of the competitive range. Evaluation of SDB participation will be assessed based on consideration of the information presented in the offeror's proposal. The Government is seeking to determine whether the offeror has demonstrated a commitment to use SDB concerns for the work that it intends to perform.

Offers will be evaluated on the following sub-factors:

- (a) Extent to which SDB concerns are specifically identified
- (b) Extent of commitment to use SDB concerns
- (c) Complexity and variety of the work SDB concerns are to perform
- (d) Realism of the proposal
- (e) Past performance of offerors in complying with subcontracting plan goals for SDB concerns and monetary targets for SDB participation
- (f) Extent of participation of SDB concerns in terms of the value of the total acquisition.

g. SUBCONTRACTING PROGRAM EVALUATION CRITERIA

The offeror's proposed Small Business Subcontracting Plan will be evaluated to determine whether it represents the maximum practicable opportunity for subcontracting. Because the offeror's record of previous performance in carrying out the intent of the subcontracting program will be considered as a significant sub-factor, each offeror is encouraged to submit subcontracting plans and documentation that demonstrates their prior corporate support for small, small disadvantaged, women-owned small, HUBZone small, veteran-owned small, and service-disabled veteran-owned small business suppliers.

If offers are received from both large and small businesses, the small business offerors shall receive the maximum possible number of points for this factor.

STATEMENT OF WORK

INVOICE/FINANCING REQUEST INSTRUCTIONS
FOR NIH COST-REIMBURSEMENT TYPE CONTRACTS, NIH(RC)-1

General: The contractor shall submit claims for reimbursement in the manner and format described herein and as illustrated in the sample invoice/financing request.

Format: Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal," and Standard Form 1035, "Public Voucher for Purchases and Services Other Than Personal-- Continuation Sheet," or reproduced copies of such forms marked ORIGINAL should be used to submit claims for reimbursement. In lieu of SF-1034 and SF-1035, claims may be submitted on the payee's letter-head or self-designed form provided that it contains the information shown on the sample invoice/financing request.

Number of Copies: As indicated in the Invoice Submission Clause in the contract.

Frequency: Invoices/financing requests submitted in accordance with the Payment Clause shall be submitted monthly unless otherwise authorized by the contracting officer.

Cost Incurrence Period: Costs incurred must be within the contract performance period or covered by precontract cost provisions.

Billing of Costs Incurred: If billed costs include: (1) costs of a prior billing period, but not previously billed; or (2) costs incurred during the contract period and claimed after the contract period has expired, the amount and month(s) in which such costs were incurred shall be cited.

Contractor's Fiscal Year: Invoices/financing requests shall be prepared in such a manner that costs claimed can be identified with the contractor's fiscal year.

Currency: All NIH contracts are expressed in United States dollars. When payments are made in a currency other than United States dollars, billings on the contract shall be expressed, and payment by the United States Government shall be made, in that other currency at amounts coincident with actual costs incurred. Currency fluctuations may not be a basis of gain or loss to the contractor. Notwithstanding the above, the total of all invoices paid under this contract may not exceed the United States dollars authorized.

Costs Requiring Prior Approval: Costs requiring the contracting officer's approval, which are not set forth in an Advance Understanding in the contract shall be so identified and reference the Contracting Officer's Authorization (COA) Number. In addition, any cost set forth in an Advance Understanding shall be shown as a separate line item on the request.

Invoice/Financing Request Identification: Each invoice/financing request shall be identified as either:

- (a) **Interim Invoice/Contract Financing Request** — These are interim payment requests submitted during the contract performance period.
- (b) **Completion Invoice** — The completion invoice is submitted promptly upon completion of the work; but no later than one year from the contract completion date, or within 120 days after settlement of the final indirect cost rates covering the year in which this contract is physically complete (whichever date is later). The completion invoice should be submitted when all costs have been assigned to the contract and all performance provisions have been completed.
- (c) **Final Invoice** — A final invoice may be required after the amounts owed have been settled between the Government and the contractor (e.g., resolution of all suspensions and audit exceptions).

Preparation and Itemization of the Invoice/Financing Request: The contractor shall furnish the information set forth in the explanatory notes below. These notes are keyed to the entries on the sample invoice/financing request.

- (a) **Designated Billing Office Name and Address** — Enter the designated billing office name and address, identified in the Invoice Submission Clause of the contract, on all copies of the invoice/financing request.

- (b) **Invoice/Financing Request Number** — Insert the appropriate serial number of the invoice/financing request.
- (c) **Date Invoice/Financing Request Prepared** — Insert the date the invoice/financing request is prepared.
- (d) **Contract Number and Date** — Insert the contract number and the effective date of the contract.
- (e) **Payee's Name and Address** — Show the contractor's name (as it appears in the contract), correct address, and the title and phone number of the responsible official to whom payment is to be sent. When an approved assignment has been made by the contractor, or a different payee has been designated, then insert the name and address of the payee instead of the contractor.
- (f) **Total Estimated Cost of Contract** — Insert the total estimated cost of the contract, exclusive of fixed-fee. For incrementally funded contracts, enter the amount currently obligated and available for payment.
- (g) **Total Fixed-Fee** — Insert the total fixed-fee (where applicable). For incrementally funded contracts, enter the amount currently obligated and available for payment.
- (h) **Billing Period** — Insert the beginning and ending dates (month, day, and year) of the period in which costs were incurred and for which reimbursement is claimed.
- (i) **Amount Billed for Current Period** — Insert the amount billed for the major cost elements, adjustments, and adjusted amounts for the period.
- (j) **Cumulative Amount from Inception** — Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.
- (k) **Direct Costs** — Insert the major cost elements. For each element, consider the application of the paragraph entitled "Costs Requiring Prior Approval" on page 1 of these instructions.
 - (1) **Direct Labor** — Include salaries and wages paid (or accrued) for direct performance of the contract.
 - (2) **Fringe Benefits** — List any fringe benefits applicable to direct labor and billed as a direct cost. Fringe benefits included in indirect costs should not be identified here.
 - (3) **Accountable Personal Property** — Include permanent research equipment and general purpose equipment having a unit acquisition cost of \$1,000 or more and having an expected service life of more than two years, and sensitive property regardless of cost (see the DHHS *Contractor's Guide for Control of Government Property*). Show permanent research equipment separate from general purpose equipment. Prepare and attach Form HHS-565, "Report of Accountable Property," in accordance with the following instructions:

List each item for which reimbursement is requested. A reference shall be made to the following (as applicable):

 - The item number for the specific piece of equipment listed in the Property Schedule.
 - The COA letter and number, if the equipment is not covered by the Property Schedule.
 - Be preceded by an asterisk (*) if the equipment is below the approval level.

Further itemization of invoices/financing requests shall only be required for items having specific limitations set forth in the contract.

- (4) **Materials and Supplies** — Include equipment with unit costs of less than \$1,000 or an expected service life of two years or less, and consumable material and supplies regardless of amount.
- (5) **Premium Pay** — List remuneration in excess of the basic hourly rate.

- (6) **Consultant Fee** — List fees paid to consultants. Identify consultant by name or category as set forth in the contract's advance understanding or in the COA letter, as well as the effort (i.e., number of hours, days, etc.) and rate being billed.
- (7) **Travel** — Include domestic and foreign travel. Foreign travel is travel outside of Canada, the United States and its territories and possessions. However, for an organization located outside Canada, the United States and its territories and possessions, foreign travel means travel outside that country. Foreign travel must be billed separately from domestic travel.
- (8) **Subcontract Costs** — List subcontractor(s) by name and amount billed.
- (9) **Other** — List all other direct costs in total unless exceeding \$1,000 in amount. If over \$1,000, list cost elements and dollar amounts separately. If the contract contains restrictions on any cost element, that cost element must be listed separately.
- (l) **Cost of Money (COM)** — Cite the COM factor and base in effect during the time the cost was incurred and for which reimbursement is claimed.
- (m) **Indirect Costs--Overhead** — Identify the cost base, indirect cost rate, and amount billed for each indirect cost category.
- (n) **Fixed-Fee Earned** — Cite the formula or method of computation for the fixed-fee (if any). The fixed-fee must be claimed as provided for by the contract.
- (o) **Total Amounts Claimed** — Insert the total amounts claimed for the current and cumulative periods.
- (p) **Adjustments** — Include amounts conceded by the contractor, outstanding suspensions, and/or disapprovals subject to appeal.
- (q) **Grand Totals**

The contracting officer may require the contractor to submit detailed support for costs claimed on one or more interim invoices/financing requests.

SAMPLE INVOICE/FINANCING REQUEST

- | | |
|---|--|
| <p>(a) Billing Office Name and Address</p> <p>Contracting Officer
National Institute of Environmental Health Sciences
P.O. Box 12874
Research Triangle Park, NC 27709</p> | <p>(b) Invoice/Financing Request No.</p> |
| <p>(e) Payee's Name and Address</p> <p>ABC CORPORATION
100 Main Street
Anywhere, U.S.A. zip code</p> | <p>(c) Date Invoice Prepared</p> <p>(d) Contract No. and Effective Date</p> <p>(f) Total Estimated Cost of Contract</p> <p>(g) Total Fixed Fee</p> |

Attention: Name, Title, and Phone Number
of Official to Whom Payment is Sent

- (h) This invoice/financing request represents reimbursable costs from Aug. 1, 1982 through Aug. 31, 1982

	(i) Amount Billed for Current Period	(j) Cumulative Amount From Inception
(k) Direct Costs		
(1) Direct Labor	\$ 3,400	\$ 6,800
(2) Fringe Benefits	600	1,200
(3) Accountable Personal Property (Attach Form HHS-565)		
Permanent Research	3,000	6,000
General Purpose	2,000	2,000
(4) Materials and Supplies	2,000	4,000
(5) Premium Pay	100	150
(6) Consultant Fee-Dr. Jones 1 day @ 100 (COA #3)	100	100
(7) Travel (Domestic)	200	200
(Foreign)	200	200
(8) Subcontract Costs	-0-	-0-
(9) Other	-0-	-0-
Total Direct Costs	\$11,600	\$20,650
(l) Cost of Money (Factor) of (Appropriate Base)	2,400	3,600
(m) Indirect Costs -- Overhead		
_____ % of Direct Labor or Other Base (Formula)	4,000	6,000
(n) Fixed-Fee Earned (Formula)	700	1,400
(o) Total Amount Claimed	\$18,700	\$31,650
(p) Adjustments		
Outstanding Suspensions		(1,700)
(q) Grand Totals	\$18,700	\$29,950

"I certify that all payments requested are for appropriate purposes and in accordance with the contract."

Name of Official)

(Title)

National Institutes of Health

FINANCIAL REPORT OF INDIVIDUAL
PROJECT/CONTRACT, NIH FORM 2706

*Note: Complete this Form in Accordance with
Accompanying Instructions.*

Project Task:	Contract No.:
Reporting Period:	Contractor Name and Address:

Expenditure Category	Percentage of Effort/Hours		Cumulative Incurred Cost at End of Prior Period	Incurred Cost-- Current Period	Cumulative Cost to Date (D + E)	Estimated Cost to Complete	Estimated Cost Completion (F + G)
	Negotiated	Actual					
A	B	C	D	E	F	G	H

INSTRUCTIONS FOR COMPLETING FORM NIH 2706
"FINANCIAL REPORT OF INDIVIDUAL PROJECT/CONTRACT"

GENERAL INFORMATION

Purpose. Form NIH 2706 is designed to: (1) provide a management tool for use by be NIH in monitoring the application of financial and personnel resources to the NIH contracts; (2) provide contractors with financial and personnel management data which is usable in their management processes; (3) promptly indicate potential areas of contract underruns or overruns by making possible comparisons of actual performance and projections with prior estimates on individual elements of cost and personnel; and (4) obtain contractor's analyses of cause and effect of significant variations between actual and prior estimates of financial and personnel performance.

REPORTING REQUIREMENTS

Scope. The specific cost and personnel elements to be reported shall be established by mutual agreement prior to award. The Government may require the contractor to provide detailed documentation to support any element(s) on one or more financial reports.

Number of Copies and Mailing Address. An original and two (2) copies of the report(s) shall be sent to the contracting officer at the address shown on the face page of the contract, no later than 30 working days after the end of the period reported. However, the contract may provide for one of the copies to be sent directly to the project officer.

REPORTING STATISTICS

A modification which extends the period of performance of an existing contract will not require reporting on a separate Form NIH 2706, except where it is determined by the contracting officer that separate reporting is necessary. Furthermore, when incrementally funded contracts are involved, each separate allotment is not considered a separate contract entity (only a funding action). Therefore, the statistics under incrementally funded contracts should be reported cumulatively from the inception of the contract through completion.

Definitions and Instructions for Completing Form NIH 2706. For the purpose of establishing expenditure categories in Column A, the following definitions and instructions will be utilized. Each contract will specify the categories to be reported.

- (1) **Key Personnel.** Include key personnel regardless of annual salary rates. All such individuals should be listed by names and job titles on a separate line including those whose salary is not directly charged to the contract but whose effort is directly associated with the contract. The listing must be kept up to date.
- (2) **Personnel--Other.** List as one amount unless otherwise required by the contract.
- (3) **Fringe Benefits.** Include allowances and services provided by the contractor to employees as compensation in addition to regular salaries and wages. If a fringe benefit rate(s) has been established, identify the base, rate, and amount billed for each category. If a rate has not been established, the various fringe benefit costs may be required to be shown separately. Fringe benefits which are included in the indirect cost rate should not be shown here.

- (4) **Accountable Personal Property.** Include nonexpendable personal property with an acquisition cost of \$1,000 or more and with an expected useful life of two or more years, and sensitive items regardless of cost. Form HHS 565, "Report of Accountable Property," must accompany the contractor's public voucher (SF 1034/SF 1035) or this report if not previously submitted. See "Contractor's Guide for Control of Government Property."
- (5) **Supplies.** Include the cost of supplies and material and equipment charged directly to the contract, but excludes the cost of nonexpendable equipment as defined in (4) above.
- (6) **Inpatient Care.** Include costs associated with a subject while occupying a bed in a patient care setting. It normally includes both routine and ancillary costs.
- (7) **Outpatient Care.** Include costs associated with a subject while not occupying a bed. It normally includes ancillary costs only.
- (8) **Travel.** Include all direct costs of travel, including transportation, subsistence and miscellaneous expenses. Travel for staff and consultants shall be shown separately. Identify foreign and domestic travel separately. If required by the contract, the following information shall be submitted: (i) Name of traveler and purpose of trip; (ii) Place of departure, destination and return, including time and dates; and (iii) Total cost of trip.
- (9) **Consultant Fee.** Include fees paid to consultant(s). Identify each consultant with effort expended, billing rate, and amount billed.
- (10) **Premium Pay.** Include the amount of salaries and wages over and above the basic rate of pay.
- (11) **Subcontracts.** List each subcontract by name and amount billed.
- (12) **Other Costs.** Include any expenditure categories for which the Government does not require individual line item reporting. It may include some of the above categories.
- (13) **Overhead/Indirect Costs.** Identify the cost base, indirect cost rate, and amount billed for each indirect cost category.
- (14) **General and Administrative Expense.** Cite the rate and the base. In the case of nonprofit organizations, this item will usually be included in the indirect cost.
- (15) **Fee.** Cite the fee earned, if any.
- (16) **Total Costs to the Government.**

PREPARATION INSTRUCTIONS

These instructions are keyed to the Columns on Form NIH 2706.

Column A--Expenditure Category. Enter the expenditure categories required by the contract.

Column B--Percentage of Effort/Hours Negotiated. Enter the percentage of effort or number of hours agreed to during contract negotiations for each labor category listed in Column A.

Column C--Percentage of Effort/Hours-Actual. Enter the cumulative percentage of effort or number of hours worked by each employee or group of employees listed in Column A.

Column D--Cumulative Incurred Cost at End of Prior Period. Enter the cumulative incurred costs up to the end of the prior reporting period. This column will be blank at the time of the submission of the initial report.

Column E--Incurred Cost-Current Period. Enter the costs which were incurred during the current period.

Column F--Cumulative Incurred Cost to Date. Enter the combined total of Columns D and E.

Column G--Estimated Cost to Complete. Make entries only when the contractor estimates that a particular expenditure category will vary from the amount negotiated. Realistic estimates are essential.

Column H--Estimated Costs at Completion. Complete only if an entry is made in Column G.

Column I--Negotiated Contract Amount. Enter in this column the costs agreed to during contract negotiations for all expenditure categories listed in Column A.

Column J--Variance (Over or Under). Complete only if an entry is made in Column H. When entries have been made in Column H, this column should show the difference between the estimated costs at completion (Column H) and negotiated costs (Column I). When a line item varies by plus or minus 10 percent, i.e., the percentage arrived at by dividing Column J by Column I, an explanation of the variance should be submitted. In the case of an overrun (net negative variance), this submission shall not be deemed as notice under the Limitation of Cost (Funds) Clause of the contract.

Modifications. List any modification in the amount negotiated for an item since the preceding report in the appropriate cost category.

Expenditures Not Negotiated. List any expenditure for an item for which no amount was negotiated (e.g., at the discretion of the contractor in performance of its contract) in the appropriate cost category and complete all columns except for I. Column J will of course show a 100 percent variance and will be explained along with those identified under J above.

SMALL BUSINESS SUBCONTRACTING PLAN

HHSAR 352.223-70 SAFETY AND HEALTH (JANUARY 2001)

- (a) To help ensure the protection of the life and health of all persons, and to help prevent damage to property, the Contractor shall comply with all Federal, State and local laws and regulations applicable to the work being performed under this contract. These laws are implemented and/or enforced by the Environmental Protection Agency, Occupational Safety and Health Administration and other agencies at the Federal, State and local levels (Federal, State and local regulatory/enforcement agencies).
- (b) Further, the Contractor shall take or cause to be taken additional safety measures as the Contracting Officer in conjunction with the project or other appropriate officer, determines to be reasonably necessary. If compliance with these additional safety measures results in an increase or decrease in the cost or time required for performance of any part of work under this contract, an equitable adjustment will be made in accordance with the applicable "Changes" Clause set forth in this contract.
- (c) The Contractor shall maintain an accurate record of, and promptly report to the Contracting Officer, all accidents or incidents resulting in the exposure of persons to toxic substances, hazardous materials or hazardous operations; the injury or death of any person; and/or damage to property incidental to work performed under the contract and all violations for which the Contractor has been cited by any Federal, State or local regulatory/enforcement agency. The report shall include a copy of the notice of violation and the findings of any inquiry or inspection, and an analysis addressing the impact these violations may have on the work remaining to be performed. The report shall also state the required action(s), if any, to be taken to correct any violation(s) noted by the Federal, State or local regulatory/enforcement agency and the time frame allowed by the agency to accomplish the necessary corrective action.
- (d) If the Contractor fails or refuses to comply promptly with the Federal, State or local regulatory/enforcement agency's directive(s) regarding any violation(s) and prescribed corrective action(s), the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action (as approved by the Federal, State or local regulatory/enforcement agencies) has been taken and documented to the Contracting Officer. No part of the time lost due to any stop work order shall be subject to a claim for extension of time or costs or damages by the Contractor.
- (e) The Contractor shall insert the substance of this clause in each subcontract involving toxic substances, hazardous materials, or operations. Compliance with the provisions of this clause by subcontractors will be the responsibility of the Contractor.

(End of clause)

PROCUREMENT OF CERTAIN EQUIPMENT

Notwithstanding any other clause in this contract, the Contractor will not be reimbursed for the purchase, lease, or rental of any item of equipment listed in the following Federal Supply Groups, regardless of the dollar value, without the prior written approval of the Contracting Officer.

- 67 - Photographic Equipment
- 69 - Training Aids and Devices
- 70 - General Purpose ADP Equipment, Software, Supplies and Support (Excluding 7045-ADP Supplies and Support Equipment.)
- 71 - Furniture
- 72 - Household and Commercial Furnishings and Appliances
- 74 - Office Machines and Visible Record Equipment
- 77 - Musical Instruments, Phonographs, and Home-type Radios
- 78 - Recreational and Athletic Equipment

When equipment in these Federal Supply Groups is requested by the Contractor and determined essential by the Contracting Officer, the Government will endeavor to fulfill the requirement with equipment available from its excess personal property sources, provided the request is made under a contract. Extensions or renewals of approved existing leases or rentals for equipment in these Federal Supply Groups are excluded from the provisions of this article.

DISCLOSURE OF LOBBYING ACTIVITIES

ATTACHMENT 10
Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:

2. Status of Federal Action:

3. Report Type:

<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier_____, if known:</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>		<p>7. Federal Program Name/Description</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>		<p>9. Award Amount, if known: \$</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>Sheet(s) (attach Continuation</p>		<p>b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI)</p> <p>SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$_____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>		<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify:</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature_____ value_____</p>			
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for payment indicated in Item 11:</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>			
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.</p>		<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form--LLL</p>	

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form--LLL-A

Attachment

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee of prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a); Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material charge report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLIC HEALTH SERVICE NATIONAL INSTITUTES OF HEALTH PROPOSAL SUMMARY AND DATA RECORD		RFP/CONTRACT NUMBER	
PROJECT TITLE (Title or RFP or Contract Proposal)			
LEGAL NAME AND ADDRESS OF OFFEROR		PLACE OF PERFORMANCE (Full address including ZIP)	
TYPE OF CONTRACT PROPOSED <input type="checkbox"/> COST-REIMBURSEMENT <input type="checkbox"/> FIXED PRICE <input type="checkbox"/> COST-PLUS-FIXED-FEE <input type="checkbox"/> OTHER			
ESTIMATED TIME REQUIRED TO COMPLETE PROJECT			
ESTIMATED DIRECT COSTS IN PROPOSED YEAR (From Budget		PROPOSED STARTING DATE	
DOES THIS PROPOSAL INCLUDE A SUBCONTRACT <input type="checkbox"/> YES <input type="checkbox"/> NO (If yes, please furnish name and location of organization, description of services, basis for selection, responsible person employed by subcontractor and cost information.)			
NAME AND TITLE OF PRINCIPAL INVESTIGATOR		SOCIAL SECURITY NO.	EST. HOURS WEEKLY
NAME AND TITLE OF CO-INVESTIGATOR (Use attachment if necessary.)			
NAME AND TITLE OF INDIVIDUAL(S) AUTHORIZED TO NEGOTIATE CONTRACTS		AREA CODE/TELEPHONE NUMBER	
NAME AND TITLE OF INDIVIDUAL(S) AUTHORIZED TO EXECUTE CONTRACTS		AREA CODE/TELEPHONE NUMBER	
DOES THIS PROPOSAL INVOLVE EXPERIMENTS WITH HUMAN SUBJECTS <input type="checkbox"/> YES <input type="checkbox"/> NO Institution's General Assurance re: Human Subjects DATE APPROVED _____ <input type="checkbox"/> PENDING Institution's Review Board's Approval of this Proposal DATE APPROVED _____ <input type="checkbox"/> PENDING An example of the informed consent for this study is enclosed <input type="checkbox"/> YES <input type="checkbox"/> NO A Clinical Protocol is enclosed <input type="checkbox"/> YES <input type="checkbox"/> NO			
OFFEROR'S ACKNOWLEDGMENT OF AMENDMENTS TO THE RFP (Use attachment if necessary)			
ERRATA NUMBER	DATE	ERRATA NUMBER	DATE
NAME, ADDRESS, AND PHONE NUMBER OF COGNIZANT GOVERNMENT AUDIT AGENCY		NUMBER OF EMPLOYEES CURRENTLY EMPLOYED	
		DOLLAR VOLUME OF BUSINESS PER ANNUM	
		THIS OFFER EXPIRES _____ DAYS FROM THE DATE OF THIS OFFER (120 days if not specified)	
FOR THE INSTITUTION			
SIGNATURE OF PRINCIPAL INVESTIGATOR		SIGNATURE OF BUSINESS REPRESENTATIVE	
TYPED NAME AND TITLE		TYPED NAME AND TITLE	
EMPLOYER IDENTIFICATION NUMBER		DATE OF OFFER	

Provision of the Social Security Number is voluntary. Social Security Numbers are requested for the purpose of accurate and efficient identification, review, and management of NIH Extramural Programs. Authority for requesting this information is provided by Title III, Section 301, and Title IV of the Public Health Service Act, as amended.

CONTACT POINTS

Complete the following and return with the BUSINESS PROPOSAL.

Name, Title and Address* of Business Representative with whom daily contact is required.

Name

Telephone
Number

Institutional Title

FAX Number

Institutional Office

E-Mail Address

Institution Name

**Street Address

City, State

Zip Code

Name, Institutional Title and Address of Proposed Principal Investigator

Name

Telephone
Number

Institutional Title

FAX Number

Institutional Division, etc.

E-Mail Address

**Street Address

City, State

Zip Code

These exact addresses are necessary to ensure that contact can be made with the proper individual(s) in the most expeditious manner.

* May not necessarily be same as legal address of offeror.

**Please use actual street address, not P.O. Box.

TECHNICAL PROPOSAL COST INFORMATION/SUMMARY OF LABOR AND DIRECT COSTS

DIRECT LABOR:

<u>Labor Category</u> (Title and Name-- use additional pages as necessary)	<u>Year 1</u> (Hours)	<u>Year 2</u> (Hours)	<u>Year 3</u> (Hours)	<u>Year 4</u> (Hours)	<u>Year 5</u> (Hours)	<u>Year 6</u> (Hours)	<u>Year 7</u> (Hours)	<u>Total</u>
Total Hours	_____	_____	_____	_____	_____	_____	_____	_____
<u>DIRECT LABOR COST:</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>MATERIAL COST:</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TRAVEL COST:</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>OTHER (Specify)</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>OTHER (Specify)</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TOTAL DIRECT COST:</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Specific Instructions:

1. Do not include any individual salary information
2. Do not include any indirect cost or fee.
3. Do not submit the total amount of proposal.
4. Submit this information as a portion of the Technical Proposal.

BREAKDOWN OF PROPOSED ESTIMATED COST (PLUS FEE) AND LABOR HOURS
INSTRUCTIONS FOR USE OF THE FORMAT

1. Refer to Business Proposal Instructions, Section L of this solicitation. The Instructions contain the requirements for proper submission of cost/price data which must be adhered to.
2. This format has been prepared as a universal guideline for all solicitations issued by the National Cancer Institute. It may require amending to meet the specific requirements of this solicitation. For example, this solicitation may require the submission of cost/price data for three years listed on this form. (See Section L.1., General Information for the estimated duration of this project.) If this solicitation is phased, identify each phase in addition to each year. Total each year, phase, and sub-element.
3. This format must be used to submit the breakdown of all proposed estimated cost elements. List each cost element and sub-element for direct costs, indirect costs and fee, if applicable. In addition, provide detailed calculations for all items. For example:
 - a. For all personnel, list the name, title, rate per hour and number of hours proposed. If a pool of personnel is proposed, list the composition of the pool and how the cost proposed was calculated. List the factor used for prorating Year One and the escalation rate applied between years.

Offeror's proposal should be stated in the same terms as will be used to account for and record direct labor under a contract (i.e. percentage of effort is used for most faculty and professional employees at educational institutions). If percentages of effort are used, the basis to which such percentages are applied must also be submitted by the offeror. The attached format should be revised to accommodate direct labor proposed as a percentage of effort.
 - b. For all materials, supplies, and other direct costs, list all unit prices, etc., to detail how the calculations were made.
 - c. For all indirect costs, list the rates applied and the base the rate is applied to.
 - d. For all travel, list the specifics for each trip.
 - e. For any subcontract proposed, submit a separate breakdown format.
 - f. Justification for the need of some cost elements may be listed as an attachment, i.e., special equipment, above average consultant fees, etc.
4. If the Government has provided "uniform pricing assumptions" for this solicitation, the offeror must comply with and identify each item.
5. **It is requested that you use the ELECTRONIC SPREADSHEET (provided below) to prepare your business proposal in lieu of the hardcopy contained in this Attachment. It is in EXCEL format and has instructions for use and submission. It is anticipated that use of this form will help expedite the review and award process. This electronic cost and price spreadsheet can be accessed at the following URL:**

<http://ocm.od.nih.gov/contracts/spsh/spshexcl.xls>

[illegible]

SUMMARY OF RELATED ACTIVITIES

The following specific information must be provided by the offeror pertaining to the Project Director, Principal Investigator, and each of any other proposed key professional individuals designated for performance under any resulting contract.

- a. Identify the total amount of all presently active federal contracts/cooperative agreements/grants and commercial agreements citing the committed levels of effort for those projects for each of the key individuals* in this proposal.

Professional's Name and Title/Position:

<u>Identifying Number</u>	<u>Agency</u>	<u>Total Effort Committed</u>
---------------------------	---------------	-------------------------------

- 1.
- 2.
- 3.
- 4.

*If an individual has no obligation(s), so state.

- b. Provide the total number of outstanding proposals, exclusive of the instant proposal, having been submitted by your organization, not presently accepted but in an anticipatory stage, which will commit levels of effort by the proposed professional individuals*.

Professional's Name and Title/Position:

<u>Identifying Number</u>	<u>Agency</u>	<u>Total Effort Committed</u>
---------------------------	---------------	-------------------------------

- 1.
- 2.
- 3.
- 4.

*If no commitment of effort is intended, so state.

- c. Provide a statement of the level of effort to be dedicated to any resultant contract awarded to your organization for those individuals designated and cited in this proposal.

<u>Name</u>	<u>Title/Position</u>	<u>Total Proposed Effort</u>
-------------	-----------------------	------------------------------

- 1.
- 2.
- 3.
- 4.

PROPOSAL INTENT RESPONSE SHEET

RFP No. NIH-ES-04-06

PLEASE REVIEW THE ATTACHED REQUEST FOR PROPOSAL. FURNISH THE INFORMATION REQUESTED BELOW AND RETURN THIS PAGE BY THE EARLIEST PRACTICABLE DATE. YOUR EXPRESSION OF INTENT IS NOT BINDING BUT WILL GREATLY ASSIST US IN PLANNING FOR PROPOSAL EVALUATION.

=====

☐ DO INTEND TO SUBMIT A PROPOSAL

☐ DO NOT INTEND TO SUBMIT A PROPOSAL FOR THE FOLLOWING REASONS:

COMPANY/INSTITUTION NAME:

AUTHORIZED SIGNATURE:

TYPED NAME AND TITLE:

DATE:

=====

RETURN TO:

Marilyn B. Whaley
Contracting Officer
National Institutes of Health
National Institute of Environmental Health Sciences
Attention:
79 T. W. Alexander Drive, 4401 Research Commons Building
P.O. Box 12874
Research Triangle Park, North Carolina 27709

ATTACHMENT 18

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
NATIONAL INSTITUTES OF HEALTH**

PROJECT OBJECTIVES

SOLICITATION NUMBER: NIH-ES-04-06 **CONTRACT NUMBER:** _____
(To be inserted by the Contracting Officer)

OFFEROR NAME AND ADDRESS:

OFFEROR PHONE NUMBER (with Area Code):

***DEPARTMENT, SERVICE, LABORATORY OR EQUIVALENT (i.e., Department Name):**

***MAJOR SUBDIVISION (i.e., "Dental School," "Medical School," etc., or Major Component Code, if known):**

RFP TITLE:

PRINCIPAL INVESTIGATOR:

SUMMARY OF OBJECTIVES:

INSTRUCTIONS: The information supplied on this form MUST meet the following requirements: The summary of objectives MUST fit in the space provided. The height of the letters must not be smaller than 10 point; Helvetica or Arial 12 point is the NIH-suggested font. Type density, including characters and spaces, must be no more than 15 characters per inch (cpi). For proportional spacing, the average for any representative section of text must not exceed 15 cpi. No more than 6 lines of type within a vertical inch. Margins, in all directions, must be at least ½ inch.

THIS FORM MUST BE PLACED BEHIND THE TITLE PAGE OF EACH COPY OF THE TECHNICAL PROPOSAL ALONG WITH THE "GOVERNMENT NOTICE FOR HANDLING PROPOSALS."

*The insertion of the DEPARTMENT, SERVICE, LABORATORY OR EQUIVALENT (i.e., the Department Name) and MAJOR SUBDIVISION (i.e. "Dental School," "Medical School," etc., or the Major Component Code, if known) is required ONLY for INSTITUTIONS OF HIGHER EDUCATION.

NOTE: This Notice is for the Technical Evaluation Review Group who will be reviewing the proposals submitted in response to this RFP. THE OFFEROR SHALL PLACE A COPY OF THIS NOTICE BEHIND THE TITLE PAGE OF EACH COPY OF THE TECHNICAL PROPOSAL.

GOVERNMENT NOTICE FOR HANDLING PROPOSALS

This proposal shall be used and disclosed for evaluation purposes only, and a copy of this Government notice shall be applied to any reproduction or abstract thereof. Any authorized restrictive notices which the submitter places on this proposal shall be strictly complied with. Disclosure of this proposal outside the Government for evaluation purposes shall be made only to the extent authorized by, and in accordance with, the procedures in HHSAR 352.215-1.

- (f) If authorized in agency implementing regulations, agencies may release proposals outside the Government for evaluation, consistent with the following:
 - (1) Decisions to release proposals outside the Government for evaluation purposes shall be made by the agency head or designee;
 - (2) Written agreement must be obtained from the evaluator that the information (data) contained in the proposal will be used only for evaluation purposes and will not be further disclosed;
 - (3) Any authorized restrictive legends placed on the proposal by the prospective Contractor or subcontractor or by the Government shall be applied to any reproduction or abstracted information made by the evaluator;
 - (4) Upon completing the evaluation, all copies of the proposal, as well as any abstracts thereof, shall be returned to the Government office which initially furnished them for evaluation; and
 - (5) All determinations to release the proposal outside the Government take into consideration requirements for avoiding organizational conflicts of interest and the competitive relationship, if any, between the prospective Contractor or subcontractor and the prospective outside evaluator.
- (g) The submitter of any proposal shall be provided notice adequate to afford an opportunity to take appropriate action before release of any information (data) contained therein pursuant to a request under the Freedom of Information Act (5 U.S.C. 552); and, time permitting, the submitter should be consulted to obtain assistance in determining the eligibility of the information (data) in question as an exemption under the Act. (See also Subpart 24.2, Freedom of Information Act.)

GOVERNMENT PROPERTY - SCHEDULE

PACKAGING AND DELIVERY OF THE PROPOSAL

Your proposal shall be organized as specified in Section L.2., "Instructions to Offerors" - General Instructions. Shipment and marking shall be as indicated below.

EXTERNAL PACKAGE MARKING

In addition to the address cited below, mark each package as follows:

"RFP NO. NIH-ES-04-06

TO BE OPENED BY AUTHORIZED GOVERNMENT PERSONNEL ONLY"

NUMBER OF COPIESTECHNICAL PROPOSAL ONLY

ORIGINAL* AND 12 COPIES

BUSINESS PROPOSAL:

ORIGINAL* AND 4 COPIES

If hand-delivered or delivery serviceIf using U.S. Postal Service

Marilyn B. Whaley
Contracting Officer
Research Contracts Branch, DERT
National Institute of Environmental
Health Sciences
79 T. W. Alexander Drive
Bldg. 4401 Research Commons,
Suite 100
Research Triangle Park, NC
27709

Marilyn B. Whaley
Contracting Officer
Research Contracts Branch, DERT
National Institute of Environmental
Health Sciences
P. O. Box 12874
79 T. W. Alexander Drive
Bldg. 4401 Research Commons,
Suite 100
Research Triangle Park, NC
27709

*THE ORIGINALS MUST BE READILY ACCESSIBLE FOR DATE STAMPING PURPOSES.

NOTE If a proposal is not received at the place, date, and time
: specified herein, it will be considered a "late proposal."

